

34-7

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Dunkelberger Engineering & Testing, Inc., to provide environmental assessment services on a continuing contract basis for Facilities Development & Operations Department projects.

Summary: The purpose of this contract is to have an environmental consultant under contract to provide engineering and environmental services for assessment and remedial activities and related consulting services for Facilities Development & Operations Department efforts to assess and remediate County-owned property and potential land acquisition parcels. Consultant fees will be negotiated on an individual basis for each identified project. This contract will be for two (2) years with two (2) one year extension options. The SBE goal for this contract is 15%. Dunkelberger Engineering & Testing, Inc., anticipates 15% SBE/M/WBE participation. (Capital Improvements Division) Countywide (JM).

Background and Justification: Selection was performed under Board adopted procedures pursuant to the Consultants Competitive Negotiation Act (CCNA) and Florida Statute 287.055 on July 18, 2007. Three firms were selected for these services. Work will be authorized through individual task authorizations when they are required during the term of this contract.

Attachments:

1. Contract
2. Disclosure of Ownership Interests

Recommended by:   9/21/07
 Department Director Date

Approved by:  10/4/07
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative)

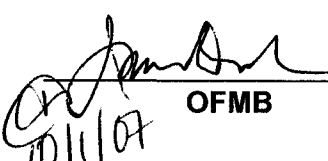
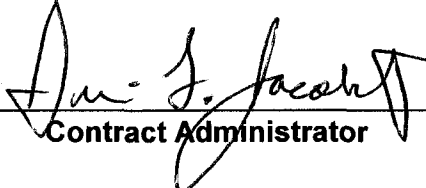
Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

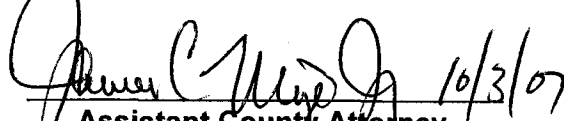
Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

 10-1-07
 OFMB
 10/11/07
 9/27/07
 10/12/07
 Contract Administrator

B. Legal Sufficiency:

 10/3/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**CONTRACT FOR PROFESSIONAL SERVICES
CONTINUING CONTRACT BASIS
FOR
ENVIRONMENTAL ASSESSMENT SERVICES**

This Contract is made as of _____ by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Dunkelberger Engineering & Testing, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is #65-0476374.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

DEFINITIONS:

Approval, Acceptance, Authorization when referring to the COUNTY shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

SECTION I - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 CONSULTANT shall provide for COUNTY Professional services in all phases of the Project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional representative for the project(s), providing professional consultation and advise and furnishing customary related services.

1.1.2 The services of this Contract may include a series of many separate individual task or projects, all related to general consulting services, as more particularly described below. Task assignments will be subject to scope definitions and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than that described in this Section. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional

07/31/07

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ATTACHMENT # 1

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services.

- 1.1.3 Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the task described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other Architects or Engineers to provide the same or similar services during the term of this contract.
- 1.1.4 Each task performed under this Contract will be assigned to CONSULTANT for accomplishment by a separate written service authorization. For each task COUNTY will require CONSULTANT to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), COUNTY will issue a notice to proceed for each assigned task.
- 1.1.5 The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not be necessarily limited to those listed in EXHIBIT A.
- 1.1.6 In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual for Design Professionals, latest edition, prepared by COUNTY.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Notification

CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work that increase or decrease the CONSULTANT'S cost or the duration of CONSULTANT's services.

2.2 Additional Compensation

2.2.1 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.2 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity of COUNTY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies reports or documents, or are due to any other causes beyond CONSULTANT's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the CONSULTANT.

2.3.3 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY.

2.3.4 Furnishing services of specialty professional associates and consultants for other than Basic Services (which include but are not limited to customary civil, surveying, environmental, and customary architectural design incidental thereto). Sub-contractual services, which include new project team members, may be invoiced at the actual fees paid by the CONSULTANT plus an additional cost of Ten Percent (10%) for these services to compensate CONSULTANT, for the procuring and management of the new sub-consultant, and for the other financial and administrative costs. Sub-contractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

2.3.5 Services during out-of-town travel required of CONSULTANT other than visits and inspections/observations to the site or COUNTY's office as required by Section 1.

2.3.6 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

2.3.7 Additional services which are to be furnished by COUNTY in accordance with Section 3, and services not otherwise provided for in this Contract.

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 As requested, in writing by CONSULTANT, provide all criteria and full information as to COUNTY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the Drawings and Specifications.

3.3 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 If COUNTY designates a person to represent COUNTY at the site who is not CONSULTANT or CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT will be set forth in an exhibit that is to be identified, attached to and made a part of this Contract before such services begin.

3.6 Give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

3.7 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.3 of this Contract or other services as required.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue for a period of two (2) years, with two (2) one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

4.3 If CONSULTANT'S are delayed or suspended in whole or in part by COUNTY for more than six months for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth on each service authorization. The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items is permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity shall be included with each billing. A schedule update of consultant's work shall be included with each billing.

5.3 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.4 Fixed Price Method of Payment: Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursable, overhead and profit as part of the fixed price. CONSULTANT agrees that fee is not tied to construction cost.

5.5 Computation of Time Charges/Not to Exceed Method of Payment: When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates which shall not exceed established hourly rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse

the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor. The labor rates, overhead and profit factors are subject to audit.

5.5.2 Sub-contractual service shall be invoiced at the actual fees paid by the CONSULTANT. Sub-contractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

5.5.3 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S independent professional associates directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated at the time of negotiating this Contract. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

SECTION 6 – NOT USED

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute in the areas of practice required for this project. CONSULTANT

acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANTS possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT'S best skill, efforts and judgment commensurate with consulting firms of national repute in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and stated objectives and recognized professional standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract Document.

7.2 Termination

This Contract may be canceled by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment. County has the authority and right to audit CONSULTANT'S records under this provision.

7.4 Personnel

7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel or subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in 7.1 above.

7.4.2 CONSULTANT'S Representative

Within ten (10) days of executing the contract, the CONSULTANT shall advise the COUNTY of the name of the Project Consultant. The Project Consultant shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the project through final acceptance of construction. The Project Consultant shall not be removed from his-her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT'S designated Project Consultant and the right to require the CONSULTANT to replace its designated Project CONSULTANT with another individual acceptable to the COUNTY.

7.5 Subconsultants

7.5.1 The COUNTY reserves the right to accept the use of a sub-consultant, or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek small business enterprises for participation in subcontracting opportunities. SBE participation will be established in accordance with COUNTY ordinances and COUNTY Office of SBE goals, the CONSULTANT agrees to make a good faith effort to meet the goals so established.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to the right of the COUNTY to reject the new sub-consultant.

7.5.2 SBE Participation

The CONSULTANT agrees to abide by all provisions of Palm Beach County SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract. The SBE participation goals for this Contract are 15%.

The CONSULTANT incorporates Schedule 1 (Participation of SBE/M/WBE Consultant) and Schedule 2 (Letter of Intent) attached hereto as Exhibit C and made a part hereof, the names, addresses, scope of work, estimated percentages of the SBE/M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE subconsultants on Schedule 1 agreeing to perform the Contract.

The CONSULTANT understands that each small business firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the contract goal.

The CONSULTANT understands that it is the responsibility of the Department letting the Contract and the office of SBE-M/WBE to monitor compliance with the SBE-M/WBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE-M/WBE participation for this Contract.

The CONSULTANT further agrees to provide the COUNTY with a copy of the CONSULTANT'S Contract with the SBE-M/WBE subconsultant or any other related documentation upon request.

CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of SBE-M/WBE firms. Any SBE-M/WBE which, for any reason, no longer remains associated with the contract of CONSULTANT shall be replaced with other certified SBE-M/WBE s, unless approval to the contrary is granted by the COUNTY.

The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE-M/WBE in which the SBE-M/WBE promises not to provide sub-consultants quotations to other bidders or potential bidders.

The CONSULTANT agrees to maintain all records and information necessary to document compliance with the Ordinance and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, sexual orientation, age or national origin.

7.7 Independent Contractor Relationship

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

The CONSULTANT represents that all sub-consultant agreements entered into

shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

7.8 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, fit, or any other consideration contingent upon or resulting from the award of marking of this Contract.

7.9 Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 INSURANCE

7.12.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Retroactive Date shall be shown on the Certificate. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.**" CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This

Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.12.8 Certificate(s) of Insurance Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificates shall be addressed to Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604

7.12.9 Umbrella or Excess Liability If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.12.10 Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

7.14 Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

The CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the CONSULTANT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, agents.

The CONSULTANT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributorily negligent.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and , without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.15 Conflict of Interest

For every proposal provided by the CONSULTANT in response to a task assigned under this Contract, the CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein.

Any actual or potential conflict between the CONSULTANT'S interests and the

CONSULTANT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the CONSULTANT. The CONSULTANT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.16. Excusable Delays

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the County the CONSULTANT'S failure to perform was without it or its sub-consultants fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

7.17 Arrears

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.18 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If COUNTY elects to make the change, the COUNTY will issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.19 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the CONSULTANT shall be mailed to:

Mr. Thomas J. Tepper, P.E.
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, FL 33405

7.20 If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.21 Entirety of Contractual Agreement

7.21.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.21.2 This Contract includes the following exhibits, which are attached hereto and made a part hereof:

Exhibit A	-	Scope of Work
Exhibit B	-	Hourly Rates
Exhibit C	-	SBE/M/WBE Schedules 1 & 2
Exhibit D	-	Insurance Certificates
Exhibit E	-	Conflict of Interest Disclosure Form

7.22 Successors and Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.23 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AT TO TERMS
AND CONDITIONS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Ann Mary Wolf*
Director, FD&O

By: _____
County Attorney

CONSULTANT:

WITNESS:

Jonene A. Moore
Signature

Thomas J. Tepper
Signature

JONE NE A. MOORE
Name (type or print)

THOMAS J TEPPER
Name (type or print)

VICE PRESIDENT
Title

EXHIBIT A - SCOPE OF WORK

Provide engineering and environmental services for assessment and remedial activities on selected properties in support of the County's property assessment, contamination assessment and remediation program on a continuing contract basis for County projects as required by the Department and other County agencies.

The consultant shall serve as the County's professional engineering/environmental representative for various projects. Examples of work include, but are not limited to:

A. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands, regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

B. Phase II Environmental Site Assessments

Based on the Phase I ESA, the County may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or

direct push technologies and limited emergency response source removal activities (i.e. soil excavation, free product recovery).

C. Assessment/Corrective Actions

In instances where the County elects to assume the responsibilities for corrective actions, the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

D. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with County owned storage tanks, the consultant may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns.

E. Operation, Monitoring & Testing

In certain instances, the County may require short or long term operation, monitoring and testing at properties. The consultant may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue site rehabilitation when site contaminant levels have changed or dissipated.

EXHIBIT B

Dunkelberger Engineering & Testing, Inc.
Annual Environmental Assessment Services Contract
Schedule of Fees
2007

Engineering and Professional Services

1. Principal Engineer	\$ 145.00/hour
2. Senior Engineer	\$ 120.00/hour
3. Project Engineer/Geologist.....	\$ 90.00/hour
4. Staff Engineer/Scientist.....	\$ 75.00/hour
5. Senior Environmental Technician	\$ 65.00/hour
6. Drafter/CADD Operator.....	\$ 50.00/hour
7. Administrative Assistant	\$ 45.00/hour

Environmental Drilling and Field Services

Drill Rig & Crew Mobilization

1. CME-55 Drill Rig:	
a. 50 Mile Travel	\$ 300.00/each
b. 100 Mile Travel	\$ 400.00/each
2. Steam Cleaner Rental	\$ 175.00/day
3. Steam Cleaning.....	\$ 115.00/day

Monitoring Well Installation

1. Two-Inch Monitoring Wells	
a. 0 to 25 feet	\$ 32.00/foot
b. 25 to 50 feet.....	\$ 35.00/foot
2. Four-Inch Monitoring Wells, Minimum Charge	\$ 500.00/each
3. Steel Manholes	\$ 175.00/each
4. Aluminum Well Covers	\$ 200.00/each

DE&T

EXHIBIT B

Dunkelberger Engineering & Testing, Inc.
Annual Environmental Assessment Services Contract
Schedule of Fees
2007

Environmental Drilling and Field Services
Continued

Waste Management

1. Storage Drums \$ 100.00/each

Well Abandonment

1. Mobilization \$ 150.00/hour
2. Abandonment \$ 15.00/foot

Field Equipment and Supplies

1. Filters, 1.0 micron \$ 15.00/each
2. Organic Vapor Analyzer (OVA) Rental \$ 175.00/day
3. Monitoring Well Supplies \$ 100.00/each
4. Groundwater Sampling Supplies and Equipment \$ 100.00/day
5. Soil Sampling Supplies and Equipment \$ 50.00/day
6. Use of Coring Machine \$ 250.00/day

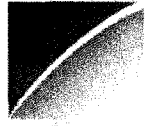
Subcontractor Laboratory Services

Laboratory Analysis

See Jupiter Environmental Laboratories, Inc. Fee Schedule, Attached

P6363feeschedule08.20.07.rev

DE&T



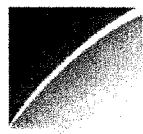
All Prices subject to
change-Please call for a quote

ORGANICS ANALYSIS (WATER)

PARAMETER	METHOD	PRICE
Purgeable Halocarbons	EPA 601 (8010)	\$75.00
Purgeable Aromatics	EPA 602 (8021B)	\$60.00
Purgeable Halocarbons/Aromatics VOCs	EPA 601/602 (8021)	\$110.00
Phenols	EPA 604 (8041)	\$120.00
FLPRO	FLPRO	\$100.00
FLPRO Speciation	FLPRO / MADEP-EPH	\$100.00
Phthalate Esters	EPA 606 (8061A)	\$130.00
Organochlorine Pesticides	EPA 608 (8081A)	\$110.00
PCB's	EPA 8082	\$85.00
Organochlorine Pesticides & PCB's	EPA 8081A & 8082	\$130.00
Nitroaromatics	EPA 609	\$130.00
Polynuclear Aromatic Hydrocarbons	EPA 610 (8100)	\$110.00
Haloethers	EPA 611	\$130.00
Chlorinated Hydrocarbons	EPA 612	\$130.00
Organophosphorus Pesticides	EPA 614A (8141) (8141A)	\$130.00
Organophosphorus Pest.incl.(Atrazine & Simazine)	EPA 8141A & 8141 ADD.	\$160.00
Triazine Herbicides	EPA 619	\$140.00
EDB, DBCP and 123TCP	EPA 8011 (504)	\$70.00
Purgeable Non-Halogenated	EPA 8015B	\$120.00
Herbicides, Full EPA 8151A List	EPA 8151A	\$190.00
GC/MS Volatile Organic Compounds	EPA 624	\$130.00
GC/MS Purgeable Volatiles {Full List}	EPA 8260B	\$150.00
GC/MS Semi-Volatiles	EPA 625	\$225.00
GC/MS Semi-Volatiles [Full List]	EPA 8270C	\$250.00
Low Level PAH By SIM	EPA 8310/SIM	\$150.00

ORGANICS ANALYSIS (SOIL)

PARAMETER	METHOD	PRICE
Purgeable Halocarbons	EPA 8010	\$95.00
Purgeable Aromatics	EPA 8020	\$85.00
Purgeable Halocarbons/Aromatics VOCs	EPA 8010/8020 (8021)	\$140.00
Purgeable Non-Halogenated	EPA 8015B	\$130.00
Phenols	EPA 8041	\$120.00
FLPRO	FLPRO	\$100.00
FLPRO Speciation	FLPRO / MADEP-EPH	\$100.00
Phthalates	EPA 8061A	\$130.00
Organochlorine Pesticides	EPA 8081A	\$110.00
PCB's	EPA 8082	\$85.00
Organochlorine Pesticides and PCB's	EPA 8081A & 8082	\$130.00
Polynuclear Aromatic Hydrocarbons	EPA 8100	\$120.00
Organophosphorus Pesticides	EPA 8141A	\$150.00
Organophosphorus Pest. Incl (Atrazine & Simazine)	EPA 8141A/8141 ADD	\$180.00
Herbicides Full EPA 8151A List	EPA 8151A	\$190.00
GC/MS Volatile Organic Compounds	EPA 624 List	\$140.00
GC/MS Purgeable Volatiles {Full List}	EPA 8260B	\$170.00
GC/MS Semi-Volatiles	EPA 625 List	\$225.00
GC/MS Semi-Volatiles [Full List]	EPA 8270C	\$249.00

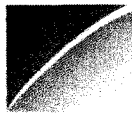


Jupiter

Environmental Laboratories, Inc.

FAC 62-550 DRINKING WATER TESTING

	PARAMETERS	METHOD	PRICE
<i>Table 1</i>	Primary Inorganics Sb, As, Ba, Be, Cd, Cr, Cn, Pb, Hg, Ni, Se, Na, Ti, Fluoride, Nitrate+Nitrite (without asbestos)	Various	\$220.00
<i>Table 2</i>	Volatile Organic Compounds- VOCs & TTHMs	EPA 524.2	\$160.00
<i>Table 3</i>	Pesticides & PCBs	EPA 505,506,507,515.1,515 547,548.1,549.1 & 550	\$875.00
<i>Table 4</i>	Secondary Inorganics- Al, Cu, Fe, Mn, Ag, Zn, Chloride, Color, Fluoride, MBAS, Odor, Sulfate, TDS & pH (field)	Various	\$190.00
<i>Table 5</i>	Group I Unregulated Organic Contaminants	EPA 505, 507, 515.1, 531.1	\$300.00
<i>Table 6</i>	Group II Unregulated Organic Contaminants (21 VOCs)	EPA 524.2	\$120.00
<i>Table 7</i>	Group III Unregulated Organic Contaminants	EPA 525	\$225.00
	Radiological-Gross Alpha	EPA 900	\$50.00
Total 62-550 Group Price			\$1,660.00
	Radionuclides:	EPA 900	
	Gross Alpha		\$65.00
	Gross Alpha Co Precipitation		\$75.00
	Gross Alpha/Beta		\$75.00
	Radium-226		\$125.00
	Radium-228		\$145.00
	Dioxin:		
	High Resolution		Quote
	Low Resolution		Quote
	Scan		\$100.00
	Asbestos		Quote
	TTHM's	EPA 501(524.2)	\$65.00
	Nitrate/Nitrite	EPA 353.2	\$30.00
	Haloacetic Acid		\$165.00
	Lead and Copper	EPA 200.8	\$25.00

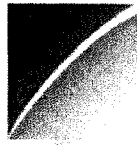


DRINKING WATER ANALYSIS (cont...)

PARAMETERS	METHOD	PRICE
Trihalomethanes Volatiles	EPA 501 (524.2)	\$65.00
Volatile Organic Compounds, Full List	EPA 502.2 (524.2)	\$125.00
Volatile Aromatics/Unstaturated Organic Compounds	EPA 503.1 (524.2)	\$100.00
EDB, DBCP and 123TCP	EPA 504.1	\$65.00
Nitrogen/Phosphorus Pesticides	EPA 507 (525.2)	\$140.00
Chlorinated Pesticides	EPA 508	\$100.00
Chlorinated Pesticides [508.1 List]	EPA 508.1	\$140.00
Polychlorinated Biphenyls	EPA 508A	\$85.00
Chlorinated Herbicides	EPA 515.1	\$220.00
Volatile Organic Compounds by GC/MS	EPA 524.2	\$120.00
SemiVolatile Organic Compounds by GC/MS	EPA 525.1	\$170.00
SemiVolatile Organic Compounds by GC/MS	EPA 525.2	\$225.00
Carbamates	EPA 531.1	\$200.00
Glyphosate by HPLC (Roundup)	EPA 547	\$250.00
Endothall	EPA 548.1	Quote
Diquat & Paraquat	EPA 549.1	Quote
Total Coliform	SM 9221B	\$75.00
Fecal Coliform	SM 9221E	\$75.00
ECR II-		
Chloride, Hardness, Nitrate+Nitrite, TDS, Color, Ca, Fe, pH, temperature (field) & conductivity (field)		\$105.00

WASTEWATER ANALYSIS

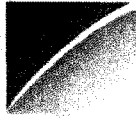
PARAMETER	METHOD	PRICE
Carbonaceous BOD (CBOD) 5 Day	SM5210B	\$60.00
Biochemical Oxygen Demand (BOD) 5 Day	EPA 405.1/SM5210B	\$60.00
Chemical Oxygen Demand	EPA 410.4	\$35.00
Total Nitrogen (TKN, NOx)	SM4500-N	\$50.00
Total Kjeldahl Nitrogen (TKN)	EPA 351.4	\$30.00
Nitrate	EPA 353.2	\$25.00
Nitrite	EPA 353.2	\$25.00
Nitrate/Nitrite (Nox)	EPA 353.2	\$30.00
Total Suspended Solids (TSS)	EPA 160.2	\$25.00
Total Solids	EPA 160.3	\$25.00
Volatile Solids	EPA 160.4	\$25.00
Fecal Coliform	SM 9221C	\$50.00



METALS ANALYSIS All Matrices EPA Method 200.8 / 6020

PARAMETER	PRICE
Aluminum (Al)	\$18.00
Antimony (Sb)	\$18.00
Arsenic (As)	\$18.00
Barium (Ba)	\$18.00
Beryllium (Be)	\$18.00
Boron (B)	\$50.00
Cadmium (Cd)	\$18.00
Calcium (Ca)	\$18.00
Chromium (Cr)	\$18.00
Cobalt (Co)	\$18.00
Copper (Cu)	\$18.00
Gold (Au)	\$130.00
Iron (Fe)	\$18.00
Lead (Pb)	\$18.00
Magnesium (Mg)	\$18.00
Manganese (Mn)	\$18.00
Molybdenum (Mo)	\$18.00
Nickel (Ni)	\$18.00
Potassium (K)	\$18.00
Silver (Ag)	\$18.00
Selenium (Se)	\$18.00
Sodium (Na)	\$18.00
Strontium (Sr)	\$18.00
Thallium (Tl)	\$18.00
Tin (Sn)	\$18.00
Titanium (Ti)	\$18.00
Tributyl Tin	Quote
Vanadium (V)	\$18.00
Zinc (Zn)	\$18.00
Mercury (Hg)	\$35.00
EXTRACTIONS	
Toxicity Leaching Procedure (TCLP)	\$85.00
Synthetic Leaching Procedure (SPLP)	\$85.00
FILTERS (1.0 micron to be used in the field if FDEP required for GW metals)	\$25.00
METAL ANALYTICAL GROUPS	
4 RCRA Metals	\$72.00
Arsenic, Cadmium, Chromium, Lead	
8 RCRA Metals:	\$150.00
Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium & Silver	
13 Priority Pollutant Metals:	\$235.00
Antimony, Arsenic, Beryllium, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Selenium, Silver, Thallium, & Zinc	
TAL Metals (Target Analyte List)	\$350.00
Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Mercury, Cobalt, Magnesium, Manganese, Nickel, Potassium, Selenium, Silver, Sodium, Thallium, Vanadium & Zinc	
ULTRA TRACE MERCURY (Method 1631E)	\$100.00
METHYL MERCURY (Method 1630)	\$250.00
LITHIUM TRACER	\$20.00

These prices are confidential and are not to be distributed outside the corporation



ORGANICS ANALYSES

GASOLINE & KEROSENE ANALYTICAL GROUPS - (62-777) \$340.00
Water

EPA 601/602
EPA 8100
EDB (504.1) (8011)
Lead
FLPRO

GASOLINE & KEROSENE ANALYTICAL GROUPS - (62-777) \$295.00
Soil

EPA 8021
EPA 8100
FLPRO

Other: SOIL GROUP \$250.00

EPA 8020
EPA 8100
FLPRO

WASTE OIL ANALYTICAL GROUP (62-777)

USED OIL IN WATER

EPA Methods 8260, 8270, FLPRO, 4 RCRA \$530.00
EPA Methods 8260, 8270, FLPRO, 8 RCRA \$575.00

USED OIL IN SOIL

EPA Methods 8260, 8270, FLPRO, 4 RCRA, \$550.00
EPA Methods 8260, 8270, FLPRO, 8 RCRA \$595.00

PRIORITY POLLUTANT PARAMETERS:

EPA Methods 8081, 8260 & 8270 \$495.00

PRIORITY POLLUTANT PARAMETERS + 13 Metals:

EPA Methods 8081, 8260, 8270 & 13 Priority Pollutant Metals \$650.00

FULL PRIORITY POLLUTANT SCAN

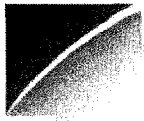
Volatiles, SemiVolatiles, Pesticides/PCBs, 13 Priority Pollutant Metals, \$800.00
Total Phenols & Total Cyanide

SLUDGE 1

TCLP+8021,TCLP+ 8-RCRA, FLPRO, Flashpoint, TOX, pH \$595.00



HAZARDOUS WASTE CHARACTERIZATION	PRICE
LIQUID	\$895.00
PARAMETERS	
Full TCLP	
Corrosivity	
Flashpoint	
Reactivity [CN, S]	
Paint Filter Test	
PCB's in Water	
FLPRO	
 HAZARDOUS WASTE CHARACTERIZATION	
SOLID	\$995.00
PARAMETERS	
Full TCLP	
Corrosivity	
Ignitability	
Reactivity [CN, S]	
Paint Filter Test	
PCB's in Soil	
FLPRO	
 SOIL INCINERATION PROFILES	
Virgin Preburn: RINKER	
8021 (8010/8020), FLPRO, RCRA 8 & TOX	\$385.00
Non-Virgin Preburn: RINKER	
8021 (8010/8020), FLPRO, RCRA 8, TOX, 8082	\$475.00
Virgin Preburn: SOIL TREATMENT SERVICES	
8010/8020, FLPRO, As, Cd, Cr, Pb	\$275.00
Non-Virgin Preburn: SOIL TREATMENT SERVICES	
8010/8020, FLPRO, As, Cd, Cr, Pb, TOX, 8082	\$445.00
Preburn: CLARKE	
8010, FLPRO, As, Cd, Cr, Pb	\$225.00
Waste Management: Okee Landfill	
8260, 8270, RCRA 8	\$540.00
Preburn - CLEAN SOIL	
8010, FLPRO, RCRA 4	\$225.00



WET CHEMISTRY ANALYSIS

Soil and Water

PARAMETER	METHOD	PRICE	PARAMETER	METHOD	PRICE
Acidity	EPA 305.1	\$20.00	Nitrogen, Kjeldahl [TKN]	EPA 351.4	\$30.00
Alkalinity	EPA 310.1	\$20.00	Nitrogen, Nitrite	EPA 353.2/9056/300	\$25.00
Ammonia Nitrogen	EPA 350.1	\$25.00	Nitrogen, Organic	SM 4500-N-A	\$30.00
Ash	ASTM D-482-87	\$25.00	Nitrogen, Total	SM 4500-N	\$50.00
Biochemical Oxygen Demand [BOD]	EPA 405.1/SM-5210	\$55.00	Odor	EPA 140.1	\$15.00
Biochemical Oxygen Demand [CBOD]	SM-5210	\$55.00	Oil & Grease	EPA 1664	\$75.00
Bromide	EPA 9056/320.1	\$35.00	Paint Filter Test	EPA 9095	\$25.00
BTU	ASTM D-240-76	Quote	pH	EPA 9040/404.5/150.1	\$10.00
Chemical Oxygen Demand [COD]	EPA 410.4	\$30.00	Phenolics [Colorimetric]	EPA 9065/420.1	\$30.00
Chlorides	EPA 300.0,325.1	\$25.00	Phosphate, Ortho	EPA 365.1	\$25.00
Chlorine, Residual	EPA 330.5	\$20.00	Phosphorous, Total	EPA 365.2	\$25.00
Chlorophyll A	SM-10200	\$85.00	Reactive Cyanides/Sulfides	SW 846, Chap 7	Quote
Coliform, Fecal Environmental	SM-9222D	\$50.00	Salinity	SM2520	\$25.00
Coliform, Total Environmental	SM-9222B	\$50.00	Silica	EPA 3120B	Quote
Color	EPA 110.2	\$20.00	Solids, Dissolved [Filterable] TDS	EPA 160.1	\$25.00
Conductivity [Specific Conductance]	EPA 120.1	\$20.00	Solids, Settleable	EPA 160.5	\$25.00
Corrosivity [Plate]	SW 846, Chap 7	\$45.00	Solids, Suspended [Non-filterable] TSS	EPA 160.2	\$25.00
Cyanide, Amenable	EPA 9010/335.1	\$45.00	Solids, Total [TS]	EPA 160.3	\$35.00
Cyanide, Free	SM4500-CN-I	\$35.00	Solids, Volatile [TVS]	EPA 160.4	\$35.00
Cyanide, Total	EPA 9010/335.2	\$60.00	Specific Gravity/Density	ASTM D-1298-85	\$35.00
Dissolved Oxygen	EPA 360.1	\$20.00	Sulfate	EPA 9056/375.4/300	\$20.00
Flashpoint [Liquids]	EPA 1010	\$45.00	Sulfide	EPA 9030/376.1	\$30.00
Fluoride	EPA 300.0	\$30.00	Sulfite	EPA 377.1	\$30.00
Formaldehyde - Free Liquids	EPA 9045	\$45.00	% Sulfur	EPA 9056/320.1	\$30.00
Formaldehyde by Colorimetric	N3500	\$55.00	Surfactants [MBAS]	EPA 425.1	\$55.00
Formaldehyde by HPLC	EPA 8315	\$75.00	Total Organic Carbon [Liquid] TOC	EPA 415.1/9060	\$40.00
Hardness Total	EPA 130.2	\$20.00	Total Organic Carbon [Solid] TOC	EPA 9060M	\$50.00
Ignitability [Solids]	EPA 1010	\$50.00	Fractional Organic Carbon FOC	EPA Multi	\$100.00
Mineral Spirits/Stoddard Solvents	8015M	\$100.00	TOX (Extractable Organic Halogen)	EPA 9020M	\$80.00
Moisture [Gravimetric]	EPA 160.3	\$20.00	TOX (Total Organic Halogen)	EPA 9020	\$80.00
Nitrate	EPA 9056/300	\$25.00	TRPH [State of Florida]	FLPRO	\$100.00
Nitrate/Nitrite	EPA 352.1	\$30.00	Turbidity	EPA 180.1	\$20.00
FIELD SAMPLING	per hour	\$60.00			

INDIVIDUAL ANALYSIS

PARAMETER	PRICE	PARAMETER	PRICE
FLPRO (TRPH)	\$100.00	Library Search	\$100.00
Oil & Grease (EPA 1664)	\$75.00	Dioxin Scan	\$100.00
TCLP Volatiles Extraction	\$85.00	Single Compound GC/MS Volatiles	\$110.00
TCLP Semi-Volatiles Extraction	\$85.00	Single Compound GC/MS Semivolatiles	\$180.00
TCLP Extraction Metals	\$85.00	Ion Chromatography for Anions	
N-Methyl carbamates by HPLC	EPA 8318 \$200.00	[F, NO2, NO3, Cl, Br, SO4]	\$120.00

Quality Assurance / Quality Control Reports

Quality Assurance Report available for an additional 15% charge when requested on the COC at time of sample submission.
 Quality Assurance Reports requested on archived data are available at a charge of 25% of the original analytical invoice amount.
 Custom EDD's available on request.
 Additional Consulting Services: QA Officer or Technical Director = \$125.00 per Hour; Project Manager or Chemist = \$75.00

SCHEDULE I

Environmental Assessment
Services on a Continuing

LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: Contract Basis PROJECT NO. N/A

NAME OF PRIME CONSULTANT: Dunkelberger Engineering & Testing, Inc.

DESCRIPTION OF WORK: Provide engineering & environmental services for assessment & remedial activities on selected properties in support of PBC's property assessment, contamination assessment & remediation program on a continuing contract basis for County projects.

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Percentage				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Jupiter Environmental Laboratories, Inc. 150 S. Old Dixie Highway 1) Jupiter, FL 33458, 561.575.0030	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	7.5%	_____
Palm Beach Environmental Laboratories, Inc. 2. 1550 Latham Road, Suite 2 West Palm Beach, FL 33409 561.689.6701	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	7.5%	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)			Total	_____	_____	15%	_____

Total SBE-M/WBE Participation 15 %

- Note:
- The percentages listed on this form must be supported by the Subconsultant included on Schedule 2 in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or M/WBE.

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 11A PROJECT NAME: Environmental Assessment Services on a Continuing Contract Basis

TO: Dunkelberger Engineering & Testing, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
Black _____ Hispanic _____ Women Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

To provide support services in the form of field sampling (ie. soil and groundwater) and laboratory analysis of these media.

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontract must be stated:

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing quotations to others.

Spiter Env. Laboratories, Inc.
(Print name of SBE-M/WBE Subconsultants)

By: [Signature]
(Signature)

CRYDA E. RUSSELL, PRESIDENT
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 3/19/07

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Professional Consulting Services
Environmental Assessment Services
TO: Donkelberger Engineering and Testing
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: July 5, 2005

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Laboratory testing for groundwater and soil
samples

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontract must be stated:

The undersigned subcontractant understands that the provision of this form to prime consultant does not prevent subcontractant from providing quotations to others.

Palm Beach Environmental Laboratories
(Print name of SBE-M/WBE Subconsultants)
By: [Signature]
(Signature)
Diana Magierowski / Marketing Director
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)
Date: 3/30/2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE REVISED DATE(MM/DD/YYYY) 8/29/2007

PRODUCER
COMMERCIAL INS SPECIALISTS INC
 POB 17738
 Tampa, FL 33682
 (813) 949-0481

INSURED
DUNKELBERGER ENGINEERING & TESTING, INC.
 607 N.W. COMMODITY COVE
 PORT ST. LUCIE, FL 34986
 561- 689-4299 (w. Palm)


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AUTO-OWNERS INS. CO.	
INSURER B: F.C.C.I. INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A X GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	964612 20528130	04-20-07	04-20-08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	95-408-349-00	04-20-07	04-20-08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A X EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	95-408-349-01	04-20-07	04-20-08	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001-WC07A-30634	04-20-07	04-20-08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: ANNUAL ENVIRONMENTAL ASSESSMENT SERVICES
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS AN "ADDITIONAL INSURED" ON THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY POLICIES.

CERTIFICATE HOLDER FACILITIES DEVELOPMENT & OPERATIONS CAPITAL IMPROVEMENTS DIVISION ATTN: MORINE HASLAM 2366 VISTA PARKWAY WEST PALM BEACH, FL. 33411 FAX 561 656-7225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  © ACORD CORPORATION 1988
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ACORD 25(2001/08)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2007

PRODUCER

Commercial Ins. Specialists, Inc.
P.O. Box 17738
Tampa, FL 33682
813-949-0481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED
DUNKELBERGER ENGINEERING & TESTING, INC.
607 N.W. COMMODITY COVE
FORT ST. LUCIE, FL. 34986

INSURER A: HOUSTON CASUALTY CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR. POLY. TR. / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROF. LIAB INCLUDING POLLUTION LIAB.	H70715291	09-10-07	09-10-08	EACH CLAIM: \$ 4,000,000 AGGREGATE : \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: ANNUAL ENVIRONMENTAL ASSESSMENT SERVICES
 CLAIMS MADE POLICY RETROACTIVE DATE: 09-10-94
 DEDUCTIBLE: \$ 150,000 - "RETRO COVERAGE APPLIES, RETRO COVERAGE IS EXTENDED TO INCLUDE THE EFFECTIVE DATE OF THE CONTRACT."

CERTIFICATE HOLDER

FACILITIES DEVELOPMENT & OPERATIONS
 CAPITAL IMPROVEMENTS DIVISION
 ATTN: MORINE HASLAM
 2366 VISTA PARKWAY
 WEST PALM BEACH, FL. 33411
 FAX 561 656-7225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John A. Hannel

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ACORD 25 (2001/08)

SEP-10-2007 MON 02:27 PM COMMERCIAL INS SPECIALIST FAX NO. 1 813 949 5583 P. 01/01

EXHIBIT E
CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by, _____, as
(Name of Individual)

(Title/Position)

(Firm Name of CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

(Signature)

(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Thomas Tepper, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
 an individual *or*
 the vice-president of Dunkelberger Engineering & Testing, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1225 Omar Rd., West Palm Beach, FL 33405

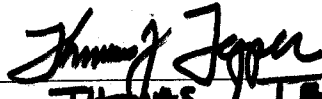
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.


THOMAS J. TEPPER Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 21ST day of AUGUST, 2007, by THOMAS J. TEPPER, who is personally known to me or who has

