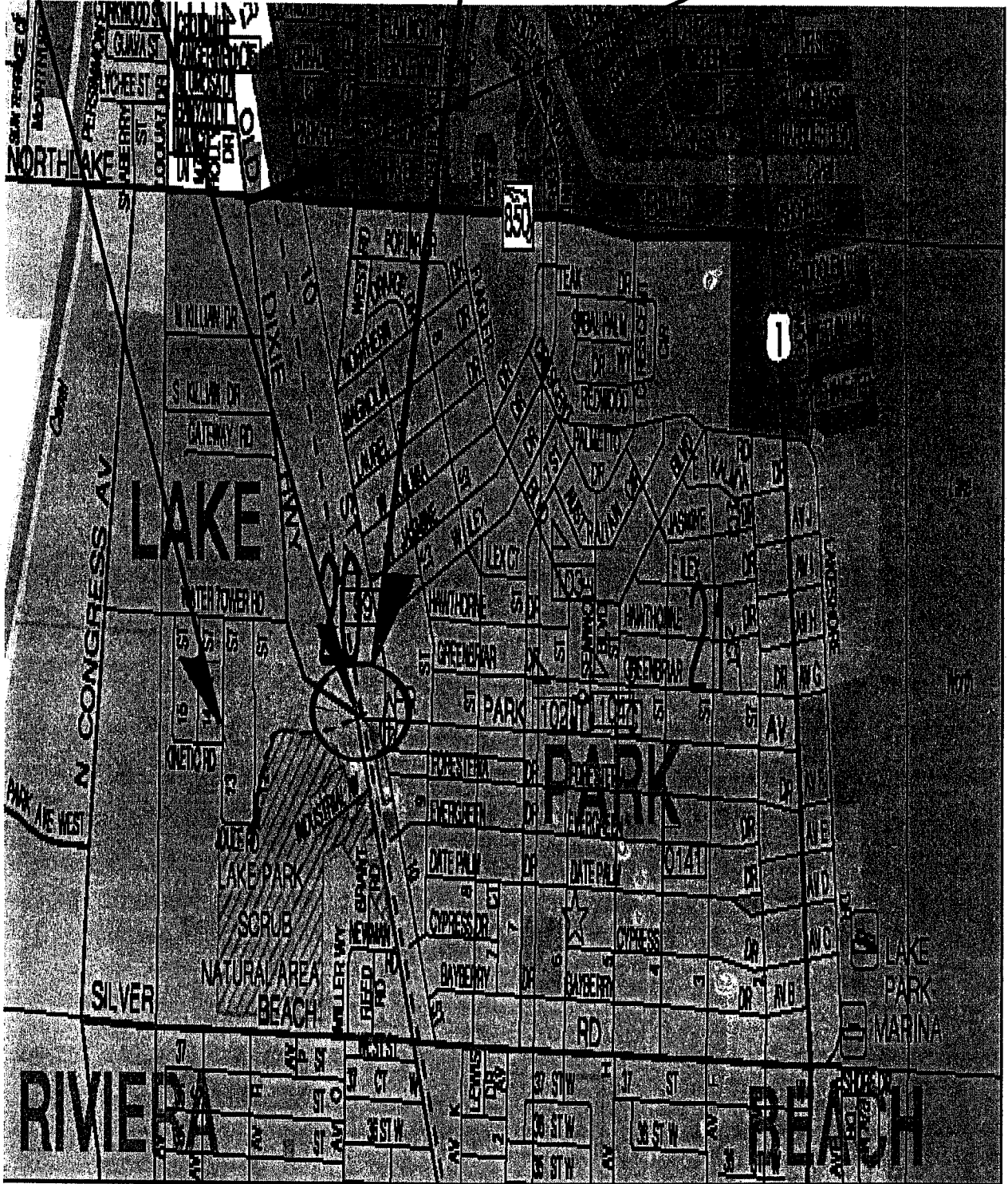
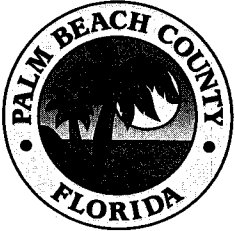


LOCATION MAP
PROJECT NO. 2004506

**OLD DIXIE HWY. FROM PARK AVE. TO NORTHLAKE BLVD.
AND
PARK AVE. WEST - 13TH STREET TO OLD DIXIE HWY.
INCLUDING THE INTERSECTION OF PARK AVENUE**





ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND
AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
FOR PROFESSIONAL ENGINEERING SERVICES ON**

**OLD DIXIE HWY. FROM PARK AVE. TO NORTHLAKE BLVD. AND
PARK AVE. WEST, 13TH STREET TO OLD DIXIE HWY.
PROJECT NO.: 2004506**

PALM BEACH COUNTY, FLORIDA

THIS SUPPLEMENTAL AGREEMENT No. 1, made and entered into this day of _____ 2006 by and between Palm Beach County, hereinafter **COUNTY**, and, American Consulting Engineers of Florida, LLC, a Florida Corporation, with an address of 4111 Land O'Lakes Blvd., Suite 210, Land O'Lakes, Florida 34639, hereinafter **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and **CONSULTANT** entered into a Project Agreement dated April 5, 2005 (R2005-0632), to provide professional engineering services for the design of Old Dixie Hwy. from Park Avenue to Northlake Blvd. and Park Avenue west, 13th Street to Old Dixie Hwy., Palm Beach County, Florida (hereinafter **PROJECT**); and.

WHEREAS, the **COUNTY** now desires for the **CONSULTANT** to have a right-of-way team evaluate alternative alignments for the **PROJECT**; and

**RE: Old Dixie Hwy. from Park Ave. to Northlake Blvd. & Park Ave. west, 13th Street
to Old Dixie Hwy.
Project No. 2004506**

WHEREAS, the following fee has been negotiated as just and reasonable compensation for these professional services to be performed by the **CONSULTANT**:

Basic Services in a lump sum fee of \$10,253.47;
Reimbursable services not to exceed \$133,169.50;
Totaling \$143,422.97

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **CONSULTANT** has provided a Letter of Intent to perform as an SBE as described in Exhibit "D" of the Agreement.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Forty-Three Thousand Four Hundred Twenty Two Dollars and Ninety Seven Cents (\$143,422.97).
6. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated April 5, 2005 (R2005-0632), and;

Supplements and Amendments thereto, shall remain in full force and effect.

RE: Old Dixie Hwy. from Park Ave. to Northlake Blvd. & Park Ave. west, 13th Street to Old Dixie Hwy.
Project No. 2004506

IN WITNESS WHEREOF, the parties hereto have made and executed this Authorization as of the day and year first above written.

OWNER:

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Tony Masilotti, Chairman

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
Deputy Clerk

SEAL

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: *[Signature]*
Department Head

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

County Attorney

CONSULTANT:

American Consulting Engineers of Florida, LLC
a Florida Corporation

BY: *[Signature]*
Brian Mirson, P.E.

CORPORATE SEAL

WITNESS:
BY: *[Signature]*

William Adams
(Printed Name)

BY: *[Signature]*
Jeffrey C. Chase
(Printed Name)

EXHIBIT "A"

RECEIVED MAR 22 2006



American Consulting Engineers of Florida, LLC
2000 Palm Beach Lakes Boulevard, Suite 1000
West Palm Beach, Florida 33409
Tel 561.253.9550 • Fax 253.9551
www.ace-fla.com

March 21, 2006

Palm Beach County Engineering & Public Works Department
Roadway Production Division
160 Australian Avenue, Suite 503
West Palm Beach, FL 33406

Attn: Maroun Azzi

Subject: Right-of-way team for Old Dixie Highway From Park Avenue to Northlake Boulevard
PBC Project No. 2004506

Dear Maroun:

We are transmitting the Scope and Fee Proposals for Right-of-Way Team information for the above referenced project:

The scope of work to be provided by the right-of-way team is the evaluation of the alternative alignments for Old Dixie Highway in terms of right-of-way cost associated with acquisition and business impacts both temporary and permanent, including the evaluation of potential cures and associated costs.

Per the attached scope and fees, the following table identifies the total not to exceed per firm and the total fee not to exceed. American will manage the firms and do what we can to limit the scope of work to only what is required for the study.

Firm		Fee not to exceed
Anna Cottrell & Associates	\$	10,000.00 ✓
Tinter & Associates	\$	45,000.00 ✓
Relamark Research, Inc.	\$	29,840.00 ✓
Michaelson & CO., PA	\$	29,700.00 ✓
Jenkins Appraisal Services Inc.	\$	18,000.00 ✓
Total fee not to exceed	\$	132,540.00 ✓

American Consulting Engineers of Florida, LLC will provide management, produce and distribute materials including copies of draft report and property data, hold meetings, hold walk through field reviews, and review right-of-way team work. The lump sum fee for American's effort is **\$10,882.97** including \$629.50 reimbursable expenses. The fee is based upon rates agreed to per the original contract. See the attached spreadsheet for details.

The total fee for the right-of-way study for Old Dixie Highway, including American's lump sum fee above is not to exceed **\$143,422.97**. ✓

Mr. Maroun Azzi
March 21, 2006
Page 2

If you have any questions or need further information, please do not hesitate to contact me at (561) 253-9567.

Sincerely,
AMERICAN CONSULTING ENGINEERS of FLORIDA, LLC

A handwritten signature in black ink, appearing to read 'WLA', with a stylized flourish at the end.

William L. Adams, P.E.
Principal/Project Manager

CC: File, C. O'Reilly

ESTIMATE OF WORK EFFORT AND FEE

Palm Beach County Roadway Production Division

ESTIMATOR: B Adams

Old Dixie Hwy.
from south of Park Ave. to Northlake Blvd., Phase I

1 Miles

DATE: March 20, 2006

Supplement No.: 1

TASK	SENIOR ENGINEER		PROJECT MANAGER		PROJECT ENGINEER		SENIOR CADD		TOTAL		AVERAGE HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOUR	HOURLY RATE	MAN HOUR	HOURLY RATE	MAN HOUR	HOURLY RATE	MANHOURS ACTIVITY	SALARY COSTS	
A. ROADWAY PLANS		\$41.00		\$45.00		\$33.00		\$22.00			
1. Design Analysis	0	\$41.00	50	\$45.00	30	\$33.00	8	\$22.00	88	\$3,416.00	\$38.82
2. Drainage Analysis	0	\$41.00	0	\$45.00	0	\$33.00	0	\$22.00	0	\$0.00	#DIV/0!
3. Roadway Plans	0	\$41.00	0	\$45.00	0	\$33.00	0	\$22.00	0	\$0.00	#DIV/0!
4. Utilities	0	\$41.00	0	\$45.00	0	\$33.00	0	\$22.00	0	\$0.00	#DIV/0!
5. Environmental / Permitting	0	\$41.00	0	\$45.00	0	\$33.00	0	\$22.00	0	\$0.00	#DIV/0!
B. SIGNING & PAVEMENT MARKINGS	0	\$41.00	0	\$45.00	0	\$33.00	0	\$22.00	0	\$0.00	#DIV/0!
C. SIGNALIZATION	0	\$41.00	0	\$45.00	0	\$33.00	0	\$22.00	0	\$0.00	#DIV/0!
TOTALS	0	\$41.00	50	\$45.00	30	\$33.00	8	\$22.00	88	\$3,416.00	\$38.82

TOTAL CONTRACT FEE COMPUTATIONS

Total Activity Costs (LS)	\$	3,416.00	✓
a. Overhead/Fringe Benefit @ 168%	\$	5,738.88	✓
SUB-TOTAL (SALARY RELATED COSTS)	\$	9,154.88	✓
b. Operating Margin @ 12.0%	\$	1,098.59	✓
SUBTOTAL	\$	10,253.47	✓

DESIGN SURVEY (LS)

c. Betsy Lindsay	\$	-
Total Basic Services (LS)	\$	10,253.47

Reimbursable Expenses (Not to Exceed): \$ 629.50

Additional Services (Not to Exceed): \$ -

TOTAL FEE \$ 10,882.97 ✓

CHECK APPROPRIATE BLOCK

Initial Estimate: 3/20/2006
If revised estimate, give date & reason for revision:

Reimbursable Expenses (Not to Exceed):

SUB-CONSULTANT/SERVICE	
Direct Expenses (See backup sheet)	\$ 629.50
Permit Fees	\$ - Phase II
Utility Location Survey (F.R. Aleman & Assoc. Inc.)	\$ - Phase II
Geotechnical (Nodarse & Assoc.)	\$ - Phase II
Total	\$ 629.50

Additional Services (Not to Exceed):

Survey (Betsy Lindsay)	-
Utility Potholing X days @ \$	\$ - Phase II
Legals & Sketches @ \$400	\$ - Phase II
Easement Sketches @ \$300	\$ - Phase II
Total	\$ -

Optional Services (Not to Exceed):

Old Dixie Hwy
 PHASE I
 PALM BEACH COUNTY PROJECT NO. 2004506

BLACKLINES (22" x 34")			
AGENCY	SETS	SHEETS/SET	TOTAL
Palm Beach County - MASTER PLAN	15	8	120
Palm Beach Water Utilities Department	0	0	0
TOTAL SHEETS			120
PRICE PER SHEET			\$0.60
BLACKLINE TOTAL			\$72.00

COPIES (11" x 17")			
AGENCY	SETS	SHEETS/SET	TOTAL
Alignment Study	15	82	1230
Palm Beach County - Roadway	15	100	1500
Palm Beach County - Striping	0	0	0
Palm Beach County - Utility Coord	0	0	0
Final(Signed & Sealed)	0	0	0
SFWMD	0	0	0
TOTAL SHEETS			2730
PRICE PER SHEET			\$0.15
HALF-SIZE COPIES TOTAL			\$409.50

Faxes, Courier, Fed-Ex, etc. 3 month @ \$49.67/month \$ 149.00

REIMBURSABLES TOTAL	\$ 629.50
----------------------------	------------------

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	SR. ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1.1 Typical Sections	L.S.	0	0	0	0	0.0	0.0	0.0	0.0	
1.2 Pavement Design Package	L.S.				0	0.0	0.0	0.0	0.0	
1.3 Horizontal/Vertical Master Design Files	L.S.	0	0		0	0.0	0.0	0.0	0.0	
1.4 Cross Section Design File	L.S.	0	0	0	0	0.0	0.0	0.0	0.0	
1.5 Access Management	L.S.				0		0.0	0.0	0.0	
1.6 Design Report	L.S.	1	68	0	68	0.0	30.0	30.0	8.0	Produce/provide materials review work and coordinate effort
1.7 Computation Book & Quantities	L.S.	0	0	0	0	0.0	0.0	0.0	0.0	
1.8 Cost Estimate	L.S.	0	0		0	0.0	0.0	0.0	0.0	
1.9 Summary of Pay Items	L.S.	0	0		0		0.0	0.0	0.0	
	L.S.	0			0		0.0	0.0	0.0	
1.10 Technical / Special Provisions	L.S.	0	0	0	0		0.0	0.0	0.0	
							0.0			
SUBTOTAL THIS SHEET					68	0	30	30	8	

HIGHWAY TASK LIST

ACTIVITY: A ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	SR. ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1.11 Field Reviews	EA	2	6		12	0.0	12.0	0.0	0.0	2 reviews, walk through with right-of-way team
1.12 Technical Progress Meetings	EA	2	4		8	0.0	8.0	0.0	0.0	2 mtgs RW team @ 4 hrs each
1.13 Public Involvement	LS	0	0		0	0.0	0.0	0.0	0.0	
SUBTOTAL THIS SHEET					20	0.0	20.0	0	0	
SUBACTIVITY TOTAL					88	0	50	30	8	

Anna S. Cottrell & Associates, Inc.

The Comeau Building, 319 Clematis Street, Suite 600
P.O. Box 19058, West Palm Beach, Florida 33416
(561) 832-4600 fax (561) 832-4626

RECEIVED
SEP 27 2005

September 16, 2005

Mr. Christopher O'Reilly
American Consulting Engineers of Florida, LLC
2000 Palm Beach Lakes Blvd; Suite 1000
West Palm Beach, FL 33409

**RE: AGREEMENT FOR PROFESSIONAL SERVICES/PLANNING ANALYSIS
RELATED TO IMPACT ON PROPERTIES AFFECTED BY OLD DIXIE
HIGHWAY ROADWAY ALIGNMENT
OUR REF NO. AS 005-017**

Dear Mr. O'Reilly:

We are pleased to be part of the team of professionals who will assist you and Palm Beach County in efforts to evaluate the impact of the land acquisitions which will be needed for an expansion of right of way for Old Dixie Highway, between Park Avenue to Northlake Boulevard.

Based on your description of the project, we understand that our planning services will primarily involve research and analysis of the land use and zoning issues associated with the parcels of land identified for acquisition for this road expansion project. We also understand that we will be assisting you and your team in the analysis of the impacts of the acquisition on remainder parcels, based on three distinct alignment scenarios.

This letter is intended to confirm the terms and conditions of our agreement for professional planning services, and our fees for such.

This agreement shall be between ANNA S. COTTRELL & ASSOCIATES, INC. (hereinafter "Consultant") and AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC (hereinafter "Client").

Our **Scope of Services** will include, but not be limited to, the following tasks:

- Meetings and discussions with you, Palm Beach County Engineering Department staff, and other members of the of the project evaluation team;
- Review of materials transmitted by your office and any other available maps, surveys, studies, plans or exhibits;
- Site investigation and field meetings as directed by your office and Palm Beach County Engineering Department;
- Review of applicable comprehensive plan policies and zoning regulations which apply to the affected properties;
- Research of the development history of the identified properties, including development orders, permits, etc;

Mr. Christopher O'Reilly
September 16, 2005
Page Two

Scope of services, cont'd:

- Analysis of the development potential of the affected properties;
- Analysis of potential impacts associated with the proposed acquisition on the remainder properties;
- Formulation of recommendations for possible solutions to mitigate impacts and reduce the cost of acquisition;
- Preparation of reports or other exhibits summarizing our findings and conclusions, as directed by the Client.

Our scope of services is generally described, and is based on our experience with this type of evaluation. We understand that our scope of services may be adjusted as needed as the project progresses.

The FEE for our services will be based on hourly billing. Our hourly rates are as follows:

PRINCIPAL PLANNER	\$150.00 per hour
STAFF PLANNER	\$ 90.00 per hour
TECHNICAL	\$ 65.00 per hour

Billing for professional services and reimbursable expenses will be monthly. Reimbursable expenses, such as copies, prints, long distance telephone, facsimile, mileage and the like, will be billed at cost plus 15%.

Based on our experience with similar projects, we expect that our hourly billing for the described scope of services will not exceed **\$10,000.00 (TEN THOUSAND DOLLARS)**. ✓

The **TERMS** of our agreement are contained on the attachment titled "TERMS AND CONDITIONS", which is incorporated herein.

The execution of this agreement by your signature below, and the return of the original to us, will confirm your authorization to proceed with the work described herein. A duplicate original of this agreement is enclosed for your files.

We appreciate the opportunity to be part of this project. If you have any questions regarding our work or this agreement, please feel free to call.

Sincerely,



Anna S. Cottrell, AICP

Mr. Christopher O'Reilly



Tinter Associates, Inc. • Transportation Engineers

3303 West Commercial Blvd. • Ste 201 • Ft. Lauderdale, FL 33309 • (954) 484-3633 • Fax (954) 484-9612 • www.tinter.com

January 4, 2006

William L. Adams, P.E.
American Consulting Engineers of Florida, LLC
2000 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33409

RE: OLD DIXIE HIGHWAY FROM PARK AVENUE TO NORTH BOULEVARD
TINTER ASSOCIATES PROPOSAL NO. 06-1001

Dear Mr. Adams:

The firm of **Tinter Associates, Inc.** will be pleased to assist you as part of Palm Beach County's right-of-way evaluation team on the aforementioned project. Based on similar projects we have completed for Palm Beach County recently, we estimate that we can complete the work on a hourly basis with a maximum fee not to exceed \$45,000.00. If it becomes apparent that we may exceed this maximum amount, I will notify you in writing and will not exceed the maximum fee without written authorization. ✓

As part of our work scope, we will evaluate each property along the roadway corridor, identifying the various transportation related impacts for each of the alignment configurations. We will work in conjunction with other members of the alignment study team to develop final recommendations that will minimize impacts to the neighboring properties. We will summarize our findings in a written report to your office.

Tinter Associates, Inc. will perform such work at the following hourly rates:

Principal	\$190.00
Vice President – Traffic	\$170.00
Principal Traffic Engineering/Senior Associate	\$150.00
Registered Engineer/Senior Associate	\$125.00
Senior Transportation Technician	\$115.00
CADD Operator/Technician	\$ 90.00
Administrative/Clerical	\$ 60.00

HOURLY CHARGES

Hourly work will be billed at **Tinter Associates, Inc.'s** current prevailing rates, with no increases or escalations for services performed outside of regular business hours. **Tinter Associates, Inc.** reserves the right, without notice or rights of approval from, to increase our hourly rates due to increased costs and expenses.

REALMARK RESEARCH INC.

2699 Stirling Road, Suite A-303 - Ft. Lauderdale, Florida, 33312
Telephone: (954) 966-6169 – Fax: (954) 981-9768

December 29, 2005

William L. Adams, P.E.
American Consulting Engineers of Florida
2000 Palm Beach Lakes Blvd., Suite 1000
West Palm Beach, Florida 33409

RE: Fee Proposal – PBC Project Number 2004506 (Old Dixie Highway)

Dear Bill:

In response to your request our estimated time and cost to provide market analysis for the Right of Way acquisition for the improvements along Old Dixie Highway from Park Avenue to Northlake Blvd., is presented below. The marketing analysis will provide preliminary estimates of how the proposed acquisitions will impact the permanent and temporary revenues of the affected businesses based on the proposed cure scenarios. The projected percentage losses in revenue is utilized by the CPA in estimating business damages. RealMark Research will visit the properties involved, analyze the existing conditions and cure plans prepared by the transportation engineer, evaluate input from other experts and team members including the CPA, planner, real estate appraiser and others; attend meetings and conferences, and review and research appropriate background material. We will assist in identifying problems that may impact customer patronage such as parking, signage, stacking and circulation.

Based on a review of the plans by American Consulting Engineers and a preliminary visit to each parcel, I estimate that at least 75 businesses could be impacted by the proposed acquisition. These businesses are located in 32 different development/projects. A summary of the names of the businesses follows:

SUMMARY OF BUSINESSES ON WEST SIDE OF OLD DIXIE HWY
(FROM SOUTH TO NORTH)

1. S & S Alignment & Brake Service
2. Signs, Inc., plus other potential tenants (Old Dixie & Park Ave.)
3. All Pro, Macco Auto Body, Marine Graphics, Old Dixie Motor Car Sales and other potential tenants in this business center.
4. Rainbow Canvas, Uncle Sam's Grooming and other potential tenants in this warehouse project offering small bays in several buildings (Rentex Rentals). Located at SWC of Old Dixie & Water Tower Road.
5. Cooper Tires (NWC Old Dixie and Water Tower Rd.)

6. Economical Brakes and Tire
7. Window Workshop and More
8. Genevieve Productions
9. Coates Auto Upholstery & Auto Glass Shop
10. Allstate, Lunch Box Café, NW Mutual Life and other tenants.
11. The Upholstery Shop, Lake Park Stained Glass, Rentex Rentals' Office, Real Estate Broker, plus mini rental warehouses (SWC Old Dixie and Gateway Road)
12. West Point Industrial Park – including Machine Shop, Tommy Hutton's Batting & Training (NWC Old Dixie and Gateway Rd.)
13. Warehouse development – including Tire Kingdom, ICI Paints, Statewide Carpets, Drive-In Insurance Estimates (NWC Old Dixie and S. Killian Drive).
14. Excentricities & Benjamin Moore Paint (NWC Old Dixie & N. Killian Drive)
15. Big K-Mart Shopping Center (SWC Old Dixie & Northlake). Tenants include K-Mart, Salon, Apple Insurance, Russo's Sub Shop, LA Nails, (opening soon), Embroid Me, Dollar Tree, Rainbow (apparel store), Sushi Buffet (opening soon), and Staples.
16. Hess Gas Station

SUMMARY OF BUSINESSES ON EAST SIDE OF OLD DIXIE HWY
(FROM SOUTH TO NORTH)

17. Interstate Batteries, Buck's Alignment & Brakes, and a towing company (NEC Old Dixie & Park Ave.)
18. Communication Tower
19. P.B. Sail & Power Squadron, Sue's Upholstery, Acuity Inc., Carousel Kitchen & Baths, Pampered Pets, Altman Air Conditioning, Casper Electrical (South of Water Tower Rd.)
20. The Screen Shop, Window Doctor plus several other bays (NEC Old Dixie and Water Tower Road)
21. Crawford Garage Door
22. All Time Towing, and Welding Unlimited
23. Jim Price Body Shop
24. Gallery One and Cheryle Forman Studio
25. Lake Park Mini Storage – including Four Jays, Superior Service Electrical and Shepard Optical.
26. Bob's Custom Canvas, Florida Sun Control, Hurricane Protection, Preventative Fire & Safety Equipment, Happy Fish Custom T-Shirts (opposite Gateway Rd.)
27. Vic's Transmission & A/C Service
28. A Spectrum Arts, Interstate Twin V Motor Cycle Repair
29. AA Self Storage
30. West Marine (Opposite N. Killian Dr.)
31. Bev Smith Collision Center
32. Bev Smith Ford (SEC Old Dixie & North Lake Blvd.)

PROFESSIONAL FEES

It is difficult to estimate the time and cost for each parcel due to such factors as responding to evolving and changing cure plans, number of potential claimants, duration and number of meetings and other unforeseen circumstances. However, based on my preliminary review the total time and cost for the marketing analysis is estimated as follows:

	Principal – Maurice Gruber	Marketing Research Associate
Total Hours	168	80
Hourly Rate	\$135.00	\$85.00
Total Amount	\$22,680.00	\$6,800.00

The total estimated fee is \$29,480.00. This reflects an estimated average cost of \$921 per project, and approximately \$393 per business. Please note that the \$29,480.00 fee represents a maximum amount, and is based on the work tasks and assumptions described in this proposal.

Please call if you need additional information.

Sincerely,

Maurice Gruber
President



MICHAELSON & CO., P.A.

Certified Public Accountants and Consultants

VIA E MAIL

February 20, 2006

William L. Adams P.E.
American Consulting Engineers of Florida, LLC
2000 Palm Beach Lakes Blvd, Suite 1000
West Palm Beach, FL 33409

RE: Old Dixie Hwy Alignment Study

Dear Mr. Adams:

The purpose of this letter is to summarize our understanding of the assistance that Michaelson & Co., P.A. will provide to you regarding the above referenced project.

We have reviewed the "Alignment Study" and have had several conversations with you and Mr. Gruber and Mr. Rose of the county regarding our involvement in the study. Based on your respective input we have determined our involvement will be to determine the estimated lost profits that may be sustained by each of the businesses along the corridor of the taking. As there are three proposed alignments we will be asked to calculate alternative damage calculations for each proposed alignment. We understand there are estimated 75-100 businesses that may be affected by the taking. Additionally, we have determined that some of the businesses that are included in the study are similar in nature which should allow us to benefit from the economies of scale when addressing the damage estimate for each business.

As we will not have access to the accounting records of the companies affected by the taking in order to determine the historical revenues and profitability of each we will have to use alternative analytical and other methods to make our damage estimates utilizing the market study provided by Mr. Gruber. We understand there may be a likelihood that the damage estimates we arrive at may be challenged by some of the companies affected and additional analysis will be necessary in order to assess the validity of those challenges utilizing actual company data to be requested at that time.

We also understand our damage calculation will address both temporary and permanent losses.

I will be responsible for the performance of our engagement with you and your client. My hourly billing rate is \$165. From time to time, if necessary, other of our staff professionals may also assist when needed. The hourly rates of our professionals are in the range from \$100 - \$125.

William L. Adams, P.E.
February 20, 2006
Page Two

Fees for our services are based on the actual time expended on the engagement at the standard hourly rates for the individuals assigned. In addition to our professional fees, we are reimbursed, at cost, for any travel and out-of-pocket expenses. Bills are rendered and are payable monthly as work progresses. We reserve the right to defer rendering further services until payment is received on past due invoices. An initial retainer is normally necessary to commence our work. A retainer of \$10,000 is requested.

✓ We are certain that you recognize that it is difficult to estimate the amount of time that this engagement may require. The time involved depends on the extent and nature of available information, as well as the developments that may occur as work progresses. It is our intention to work closely with you and the rest of the team to structure our work so the appropriate personnel from our staff are assigned to the various tasks in order to keep fees at a minimum. Our fees are not contingent on the results obtained. We do not warrant or predict results or the final outcome of this matter. For budgeting purposes, as discussed with Morton Rose, P.E., due to the exact number of businesses to be evaluated, currently estimated to be between 75-100, with the possibility of three separate alignments. Based on the above, we believe the fee for our part of the study should not exceed \$29,700. This estimate is for the initial Alignment Study only, based on the receipt of the marketing study and the businesses to be covered showing permanent and temporary reductions in gross revenues. Should there be a variation in the format of the information we are to receive it may affect our estimate. We will, of course, discuss this with you should that happen. Should there be any challenges by the companies affected, subsequent to the completion of our study, we will address those challenges under a separate engagement.

The value of our firm's services to you and your client is founded on our reputation for professionalism and integrity. Our firm has been engaged from time to time by a significant number of law firms, both locally and nationally, and it is likely that we are or have been engaged by firms representing clients adverse to your client in this matter. Your engagement of our firm is expressly conditioned on your agreement not to use the fact of our current or previous engagement by opposing counsel in other matters as a means of enhancing or diminishing our credibility in conjunction with any appearance before a trier of fact.

You and I all agree that any dispute over fees charged by our firm in this engagement will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration is limited only to the issue of fees charged and shall be binding and final. In agreeing to arbitration, we each acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and, instead, is accepting the use of arbitration for resolution.

William L. Adams, P.E.
February 20, 2006
Page Three

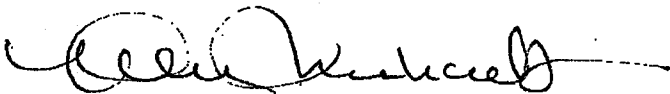
Should information become known that would make our continued involvement in the engagement inappropriate or should the attorneys or parties involved in this litigation change, we reserve the right to withdraw from this engagement.

All work papers and other documents used by us during the course of this engagement will be maintained in segregated files. At the completion of the engagement, the originals and all copies thereof will be returned to you.

If the arrangements described in this letter are acceptable to you and the services outlined are in accordance with your requirements, please sign and return a copy of this letter along with the retainer. We request that your client also sign the acknowledgment copy of this letter. We look forward to working with you in this matter. If I can provide you with any additional information, please do not hesitate to call me at (561) 683-6800.

The proposed terms of this letter are subject to change if not accepted within 60 days of the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "William M. Michaelson", with a horizontal line extending to the right.

William M. Michaelson, CPA
Michaelson & Co., P.A.

02/24/2006 11:23 5616408183

JENKINS APPRAISAL

PAGE 02

Jenkins Appraisal Services, Inc.

5730 Corporate Way, Suite 120, West Palm Beach, FL 33407 Phone: (561)640-4059 Facsimile: (561)640-8183

February 24, 2006

Bill Adams, P.E.
American Consulting Engineers of Florida, LLC
2000 Palm Beach Lakes Boulevard
Suite 1000
West Palm Beach, Florida 33409

Re: Old Dixie Highway
Alignment Study
From Park Avenue to Northlake Boulevard

Dear Mr. Adams:

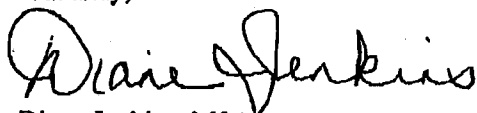
I have received your Draft Report for the above referenced project. My firm has provided consulting services for Alignment Studies such as this previously. When we are involved with these projects, our role is to assist you in analyzing the costs associated with the right-of-way acquisition based upon alternative alignments. This includes consideration of possible damages to some of the real estate based upon alternative alignments. Our goal is to assist in minimizing costs and impacts associated with the right-of-way acquisitions.

These consulting services are provided based upon hourly rates ranging from \$75 to \$225. The rates vary according to the qualifications of the appraiser utilized for a specific task which typically range from general research to specific site analysis. For this project, to provide the typical work we have found necessary on prior, similar projects, I would estimate a maximum expense of \$18,000. ✓

Please be advised that we are Certified as a S/WBE firm by Palm Beach County. A copy of this Certification is attached.

Thank you for considering my firm and please feel free to contact me should you have any questions.

Sincerely,



Diane Jenkins, MSA
State-Certified General Real Estate Appraiser #1188

EXHIBIT "B"

CERTIFICATION STATEMENTS

PROJECT: Old Dixie Highway from Park Avenue to Northlake Blvd. & Park Avenue west, 13th Street to Old Dixie Highway

Project No. : 2004506

CONSULTANT: American Consulting Engineers of Florida, LLC

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees 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 right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

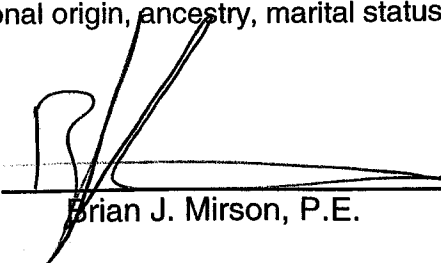
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors 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).

NON-DISCRIMINATION STATEMENT

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



Brian J. Mirson, P.E.

EXHIBIT "C"

05/04/2006

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Supplement Number 1

Project Name: Old Dixie Highway from Park Avenue to

Project No.: 2004506

Prime Consultant: American Consulting Engineers of Florida, LLC

Prime Contact Person: Chris O'Reilly

Telephone No.: (561) 253-9550

Resolution Date: 04/05/2005

Res #: R2005-0632

Supplement date: 05/16/2006

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant		Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Other	Women	White Male
Anna S. Cottrell & Associates, Inc. 319 CLEMATIS ST STE 600 WEST PALM BEACH, FL 33401 (561) 832-4600	Analyst	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	10,000.00	0.00
Jenkins Appraisal Services, Inc. 5730 CORPORATE WAY STE 120 WEST PALM BEACH, FL 33407 (561) 640-4059	Appraiser	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	18,000.00	0.00
Total MWBE			0.00	0.00	0.00	0.00	
%							
Total SBE			0.00	0.00	0.00	28,000.00	0.00
%						19.52	

Total Supplement Amount:	143,422.97
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EXHIBIT "D"

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: American Consulting Engineers of Florida, LLC
(NAME OF PRIME CONSULTANT)

2000 Palm Beach Lakes Blvd., Suite 1000, West Palm Beach, Florida 33409
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Jenkins Appraisal Services, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

5730 Corporate Way, Suite 120, West Palm Beach, Florida 33407
(ADDRESS)

561-640-4059
(TELEPHONE No.)

561-640-8183
(FAX No.)

CONTACT PERSON: Diane Jenkins, MSA, State-Certified General Appraiser #1188

TITLE: President EMAIL: diane@jenkinsappraisal.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO **If YES, Check all that apply:**

* MBE: BL H WBE O(Other)

* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Real Estate Appraisal Consultation

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 12.55 %

NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE

Project: Old Dixie Highway from Park Avenue to Northlake Blvd. and
Park Avenue west, 13th Street to Old Dixie Highway

Project No. : 2004506

Jenkins Appraisal Services, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Diane Jenkins, President
(PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Diane Jenkins 4/10/06
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

LETTER OF INTENT TO PERFORM AS AN SBE, M/WBE AND/OR SUB-CONSULTANT

TO: American Consulting Engineers of Florida, LLC
(NAME OF PRIME CONSULTANT)

2000 Palm Beach Lakes Blvd., Suite 1000, West Palm Beach, Florida 33409
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Anna S. Cottrell
SUB-CONSULTANT (Print if SBE or M/WBE)
P.O. Box 19058, W.P.B. FL 33416
(ADDRESS)
561 963 5578 561 439-2661
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Anna Cottrell

TITLE: President EMAIL: acottrell@Cottrellplanners.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO *(If YES, Check all that apply:*
* MBE: BL H WBE O(Other)
* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: professional planning services

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 6.97 %

NOTE: This shall be the % of Total Project, NOT 100%

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

Print Name & Title if not SBE or M/WBE

Project: Old Dixie Highway from Park Avenue to Northlake Blvd. and Park Avenue west, 13th Street to Old Dixie Highway

Project No. : 2004506

Anna S. Cottrell & Assoc. INC
NAME OF SUB-CONSULTANT FIRM (PRINT if SBE or M/WBE)

ANNA S. Cottrell, President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Anna S. Cottrell

PROJECT HISTORY

04/05/2006

Page 1

PROJECT NAME: Old Dixie Highway from Park Avenue to Northlake Blvd. & Park Avenue west, 13th Street to Old Dixie Highway**PROJECT NO.** 2004506**RESOLUTION DATE / NO.** 04/05/2005 R2005-0632 **AGREEMENT AMOUNT: \$** 159,572.79

SUPP #	DATE	DESCRIPTION	LEAD	CRC	BCC
	//		0.00	0.00	0.00
TOTALS			0.00	0.00	0.00

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Insured's for General Liability only for this project. Includes Prior
Acts coverage to effective date of project. Professional Liability
Retroactive Date - 08/10/2002.

Old Dixie Hwy Alignment Study

Right-of-Way Team Activities

Description	Original Duration	2006																										
		MAR	MAR	MAR	APR	APR	APR	MAY	MAY	MAY	MAY	JUN	JUN	JUN	JUN	JUL	JUL	JUL	JUL	AUG	AUG	AUG	SEP	SEP				
		06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	03	10	17	24	31	07	14	21	28	04
Initial Study	30 *																											
Kickoff Meeting	1																											
Team Review of Plans/Report	10																											
Field Review	1																											
Team Prepare Report of Findings	15																											
ACE QA/QC	3																											
Incorporation of Findings	31 *																											
Ace Incorporate RW Team Findings	5																											
RW Team Review	5																											
Incorporate RW Team Comments	5																											
Submit Revised Plans/Report to County	1																											
County Review	15																											
Final Recommendations	17 *																											
RW Team Meeting with County	1																											
Incorporate County Comments	15																											
Finlize/Submit Report	1																											