Agenda Item #: 3-C-5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Ju	-	[X] Consent [] Workshop	[] Regular [] Public Hearing		
Submitted By:	Engineering & Public Work	S	•		
Submitted For:	Roadway Production Divis	ion			
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I. EXECUTIVE BRIEF

Project: Testing Lab Services on a Task Order Basis

Motion and Title: Staff recommends motion to approve: The renewal of the Testing Lab Services Annual Agreements with the following firms:

Firm Name	Original Agreement Date	Resolution No.
Dunkelberger Engineering & Testing, Inc.	June 21, 2005	R2005-1144
GFA International	June 21, 2005	R2005-1147
Tierra, Inc.	June 21, 2005	R2005-1148

Summary: These Agreements are being considered for renewal for required professional services, on a task order basis. This is the second and final renewal of these firms' Agreements.

Districts: Countywide (PK)

Background and Justification: In accordance with Board-adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act (CCNA), the above listed consulting firms were selected to perform professional services relative to County needs, and are presently under Agreement with Palm Beach County on an annual contractual basis. This is the second and final renewal of these firms' Agreements. It is the consensus of user departments that these consulting firms have, within the provisions of their Agreements, provided the professional services requested by the County. Since they remain in good standing and wish to continue to provide the professional services as indicated in their Agreements, the County agrees to renew their Agreements for one (1) year.

These Agreements have been reviewed with the above listed consulting firms, and this office now recommends the second and final renewal of the attached consultant Annual Agreements. This transaction will maintain the continuous process of professional services required by Palm Beach County.

Attachments:

1. Agreement with Exhibits and Certificate of Insurance (2)

Recommended By: 374	Director	mand	<u>5////oj`</u> Date	aule
Approved By:	$\overline{\int}, \mathcal{WM}$ ounty Engineer		<u>5 29 07</u> Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	20 <u>11</u>
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	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ___ No__

Budget Account No.:

Fund

Agency Organization

Object

Amount

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

This item has no fiscal impact.

C. Departmental Fiscal Review:_____

U

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

62/07

B. Legal Sufficiency:

5/29/87 Assistant County

C. Other Department Review:

This item complies with current County policies.

Department Director

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

RECEIVED MAR 3 0 2007



DUNKELBERGER ENGINEERING & TESTING, INC.

Palm Beach County Board of County Commissioners c/o Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, Florida 33411-2747 March 27, 2007

Attention:

Mr. David Young, P.E. Special Projects Manager

Subject:

Renewal of Testing Lab Services Annual Agreement (R2005-1144) Dated June 21,2005 Palm Beach County, Florida

Dear Mr. Young:

This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of June 21, 2007 through June 20, 2008.

We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registrations, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,	. A	
Dunkelberger En	incering & Testing, Inc.	
Consultant Michael J.	Connor, P.E., Executive Vice President	t
	March 27, 2007	
	DATE	

Attest: <u>Au</u> <u>A</u>. <u>Bolinger</u> Staci Bolinger, Business Development Coord.

March 27, 2007

Deputy Clerk

Approved as to Terms and Conditions:

CORPORATE SEAL

Accepted by: Palm Beach County Board of County Commissioners

BY:

Addie L. Greene, Chairperson

.

Attest:

Approved As to Form & Legal Sufficiency:

County Attorney

Palm Beach County

ATTACHMENT B DUNKELBERGER ENGINEERING & TESTING, INC. Schedule of Fees and Services 2007

I. Soil Testing Services

1.	Field Density Test (three [3] minimum)	\$ 22.00/test
	Proctors	
	Florida Bearing Value (FBV)	
	Limerock Bearing Ratio (LBR)	
	Atterberg Limit	
	Carbonate Content Test	
	Organic Content	
	D.O. T. Corrosivity	
9.	Soil Observation (On Site)	\$ 45.00/test
10.	Natural Sample Moisture Content	\$ 10.00/test
- 11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$ 30.00/test

II. Concrete and Masonry Materials

1. Concrete Compression Test (Min. four [4] cylinders per trip)	
-Prepare cylinders and slump test on site, and deliver to lab	\$ 75.00/set
2. Additional Concrete Cylinders	
3. Concrete Compression Test only (delivered to lab)	\$ 12.00/cyl.
4. Slump Test	
5. Air Content Test	\$ 15.00/test
6. Stand-by	\$ 35.00/hour
7. Gunite Prism (Six [6] per set)	
-Includes preparation of Prism on site	\$ 75.00/set
8. 2" x 2" Mortar Cubes (six [6] per set)	
-Includes preparation of Cubes on site	\$ 75.00/set
9. Additional Mortar Cubes	\$ 10.00/each
10. Masonry Units	• •
A. Compresssive Strength	\$ 50.00/unit
B. Absorption	\$ 25.00/unit
11. Concrete Cores (Min. three [3])	
A. Secure, trim and test	\$ 80.00/core
B. Testing of Core (delivered to lab [incl. Trim])	
12. Swiss Hammer Testing	
13. Windsor Probe Test (Min. three [3] shots).	
14. Additional Windsor Probe Tests.	\$ 100.00/test

DEET

Palm Beach County

	165'0	gate Testing		and the second
	1.	Grain Size Determination:		
		A. Full grain size (8 sieves))	\$ 65.00/test
		B. Wash through (#200)	•••••••••••••••••••••••••••••••••••••••	\$ 45.00/test
	2.	Sieve Analysis – Coarse Aggregat		
	3.	Specific Gravity and Absorption of		
IV.	Aspha	It Testing		
	1.	Asphalt Cores (obtaining core sam	ples)	\$ 50.00/each
	2.	Asphalt Extraction and Gradation		\$ 75.00/test
	3.	Asphalt Density and Thickness	••••••	\$ 20.00/test
	4.	Marshal Stability (Incl. density flo	w and stability	
		of 3 specimens) (50 blows)		\$100.00/test
				······
		• •		
<i>V</i> .	Inspec	tion Services		•
	1.		plant)	\$ 45.00/hour
	2.	Pile Driving Inspection		\$ 65.00/hour
	3.	Pre-stress Yard Inspection		\$ 65.00/hour
	4.	Steel Inspection	••••••	\$ 65.00/hour
	5.	Threshold Inspection	•••••••••••••••••••••••••••••••••••••••	\$ 65.00/hour
VI.	Field	Explorations		
<i>V1</i> .	<i>Field</i> 1.	-		\$ 9.00/LF
VI.		Auger Borings		\$ 9.00/LF \$ 9.00/LF
VI.	1.	Auger Borings Hand Augers	******	\$ 9.00/LF
VI.	1. 2.	Auger Borings	 k Rig (0' –50')	\$ 9.00/LF \$ 12.00/LF
VI.	1. 2.	Auger Borings Hand Augers	k Rig (0' –50') (51' – 100')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF
VI.	1. 2. 3.	Auger Borings Hand Augers Standard Penetration Tests – Truc	k Rig (0' –50') (51' – 100') (0' –50')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF
<i>VI</i> .	1. 2. 3.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes	k Rig (0' –50') (51' – 100') (0' –50') (51' – 100')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF
<i>V1</i> .	1. 2. 3. 4.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' –	k Rig (0' –50') (51' – 100') (0' –50') (51' – 100') 100')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF
<i>V</i> 1.	1. 2. 3. 4. 5.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.)	k Rig (0' –50') (51' – 100') (0' –50') (51' – 100') 100')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF
VI.	1. 2. 3. 4. 5. 6.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen	k Rig (0' -50')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour
VI.	1. 2. 3. 4. 5. 6.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel	k Rig (0' -50')	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip
<i>V1</i> .	1. 2. 3. 4. 5. 6. 7.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel B. 100 mile travel	k Rig (0' -50') (51' - 100') (0' -50') (51' - 100') 100') t to project (Min. charge):	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip \$ 400.00/ trip
<i>VI</i> .	1. 2. 3. 4. 5. 6. 7. 8.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel B. 100 mile travel Foundation Analysis and Recomm	k Rig (0' -50') (51' - 100') (0' -50') (51' - 100') 100') to project (Min. charge): endation	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip \$ 400.00/ trip \$ Staff \$/hour
<i>VI.</i>	1. 2. 3. 4. 5. 6. 7. 8.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel B. 100 mile travel	k Rig (0' -50') (51' - 100') (0' -50') (51' - 100') 100') to project (Min. charge): endation	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip \$ 400.00/ trip \$ Staff \$/hour
VI.	1. 2. 3. 4. 5. 6. 7. 8.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel B. 100 mile travel Foundation Analysis and Recomm	k Rig (0' -50') (51' - 100') (0' -50') (51' - 100') 100') to project (Min. charge): endation	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip \$ 400.00/ trip \$ Staff \$/hour
	1. 2. 3. 4. 5. 6. 7. 8. 9.	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel B. 100 mile travel Foundation Analysis and Recomm Percolation Test	k Rig (0' -50') (51' - 100') (0' -50') (51' - 100') 100') t to project (Min. charge): endation	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip \$ 400.00/ trip \$ Staff \$/hour
	1. 2. 3. 4. 5. 6. 7. 8. 9. Premi	Auger Borings Hand Augers Standard Penetration Tests – Truc Grout Bore Holes Static Cone Penetration Test (0' – Muck Probing (4 hour min.) Mobilization of drilling equipmen A. 50 mile travel B. 100 mile travel Foundation Analysis and Recomm	k Rig (0' -50') (51' - 100') (0' -50') (51' - 100') 100') to project (Min. charge): endation	\$ 9.00/LF \$ 12.00/LF \$ 12.50/LF \$ 4.00/LF \$ 5.00/LF \$ 10.00/LF \$ 90.00/hour \$ 300.00/trip \$ 4400.00/ trip \$ Staff \$/hour \$ 300.00/test

..... 150% of basic rate



VIII. Overtime......

Palm Beach County

IX. Any Additional Testing or Services as Authorized and Approved by the Owner, Palm Beach County.

X. Engineering and Professional Services

1.	Principal Engineer	\$ 145.00/hour
2.	Senior Geotechnical Engineer	\$ 120 00/hour
3.	Registered Engineer (P.E.)	\$ 90 00/hour
4.	Staff Engineer	\$ 75 00/hour
5.	Senior Engineering Technician	\$ 65 00/hour
0.	Engineering Technician	\$ 45 00/hour
7.	Drafter/CADD	\$ 50 00/hour
8.	Administrative Assistant	\$ 45.00/hour



Licenses & Certifications

to of fr	~
State of Fi	orida
Bepartment of Stat	e De
I certify from the records of this office that DUNKEL TESTING, ING: is a corporation organized under the filed on February 18, 1994.	BERGER ENGINEERING & CO laws of the State of Plorida.
The document number of this corporation is P940000	13886.
I further certify that said corporation has paid all f December 31, 2007, that its most recent annual rep was filed on March 14, 2007, and its status is active.	ees due this office through bort/uniform business report
I further certify that said corporation has not filed Artic	tes of Dissolution.
Give Great G	ren under my hand and the t Seal of the State of Florida ahassee, the Capitol, this the south day of March, 2007
CR2EO22 (01-07)	Hust Hours Butet & Brokonting Secretary of State
State of II	orida
	Artgineers esting Inc.
Is authorized under the procisions of Photo Station	la Shatutes, lo offer engineering services under Chapter 471, Floride Statutes.
CERTIFICATE OF AUTH	ORIZATION NUMBER: 6870 EXPIRATION: 28-FEB-09
DISPLAY AS REQUIRED BY LAW	1

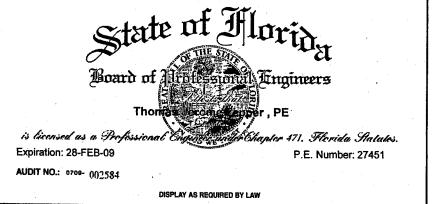


DUNKELBERGER ENGINEERING & TESTING, INC.

Geotechnical • Materials Testing/Inspection • Environmental

State of Florida Board of Professional Engineers Douglasscott Duokelperger, PE offer Chapter 471. Horida Statutes. is livensed as a Professi Expiration: 28-FEB-09 P.E. Number: 33317 AUDIT NO.: 0709-024688 DISPLAY AS REQUIRED BY LAW State of Florida Board of Arnfessional Engineers 1 016 , PE is licensed as a Profess 471, Florida Statutos. Expiration: 28-FEB-07 P.E. Number: 44082 AUDIT NO.: 0507- 002904 S. I. Number: 981 DISPLAY AS REQUIRED BY LAW

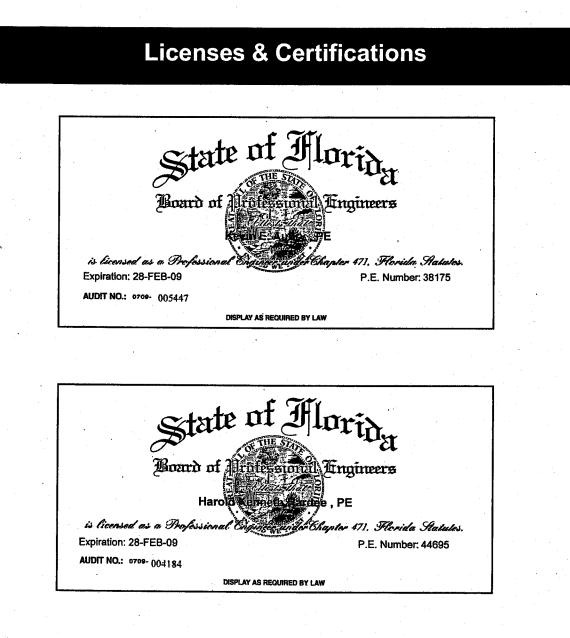
Licenses & Certifications





DUNKELBERGER ENGINEERING & TESTING, INC.

Geotechnical • Materials Testing/Inspection • Environmental





DUNKELBERGER ENGINEERING & TESTING, INC.

 $Geotechnical \bullet Materials \ Testing/Inspection \bullet Environmental$

-EXHIBIT E-CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER 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:

N/A

(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER 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 ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE is submitted by	Michael J. O'Connor, P.E. ,as	
Executive Vice President	(Name of Individual) Dunkelberger Engineering & Testing,	Inc.
(Title/Position)	(Firm Name of ENGINEER)	
who hereby certifies that the information stated acknowledged that any misrepresentation by the	above is true and correct. Further, it is heret)у an

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.

March 27, 2007 nature (Date) 1

	į					<u> </u>	DATE (MM/DD/YYYY)
A	C	ORD. CERTIFICA	TE OF LIABILI	TY INSUR			4/20/2007
ROD	UCE MM		· · · · · · · · · · · · · · · · · · ·	THIS CERT	FICATE IS ISSUE CONFERS NO	ED AS A MATTER OF I RIGHTS UPON THE TE DOES NOT AMEND FFORDED BY THE POL	EXTEND OR
Ta	mp	a, FL 33682)949-0481			FFORDING COVE		NAIC#
-	JRED }			INSURER A: AL	TO-OWNERS	INS. CO.	
		DUNKELBERGER ENG	INEERING &	INSURER B: F.		S. CO.	
		TESTING, INC.		INSURER C:		· · · · · · · · · · · · · · · · · · ·	
		523 N.W. ENTERPRI	ISE DR., #A	INSURER D;		· · · · · · · · · · · · · · · · · · ·	
		PORT ST. LUCIE, 1	FL. 34986	INSURER E:			
AN	ER	AGES OLICIES OF INSURANCE LISTED BELC EQUIREMENT, TERM OR CONDITION BRTAIN, THE INSURANCE AFFORDED IES AGGREGATE LIMITS SHOWN MAY	OF ANY CONTRACT OR OTHER BY THE POLICIES DESCRIBED H	EREIN IS SUBJECT 1			
AR I	100L		POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	3
LTR	NSRD	GENERAL LIABILITY				EACH OCCURRENCE UAMAGE TO KENTED PREMISES (Ea occurence)	s 1,000,000 s 100,000 s 10,000
				04-20-07	04-20-08	MED EXP (Any one person) PERSONAL & AOV INJURY	s 1,000,000
A	X		964612 20528130	04-20-07	04-20-08	GENERAL AGGREGATE	\$ 2,000,000
	1	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPIOP AGG	\$ 2,000,000
		POLICY JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ALL OWNED AUTOS		04 00 07	04-20-08	BODILY INJURY (Per person)	8
A	X	X HIRED AUTOS	95~408-349-00	04-20-07	04-20-08	BODILY INJURY (Peractident)	\$
						PROPERTY DAMAGE (Peraccident)	\$
	Ţ	GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT	\$
		ANYAUTO		•		OTHER THAN EA ACC AUTOONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$ 3,000,000
			•			AGGREGATE	\$ 3,000,000
				04 20-07	04-20-08		\$
A	Ă	the second se	95-408-349-01	04-20-07	04-20-08		\$
		RETENTION \$	· · · · · · · · · · · · · · · · · · ·			X WCSTATU- OTH-	
	БМ	APLOYERS' LIABILITY				E.L. EACH ACCIDENT	s 500,000
в	d=	y proprietor/partner/excoutive Ficea/Member Excluded?	001-WC06A-30634	04-20-07	04-20-08	E.L. DISEASE - EA EMPLOYE	
		rcs, describe under PECIAL PROVISIONS below	· .	· · ·		E.L. DISEASE - POLICY LIMIT	3 500,000
	OT		S WITH PALM BEACH CO	DUNTY"	1		
DES		PTION OF OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY ENDORS	EMENT / SPECIAL PROV	ISIONS		
ъ	n † 1	M BEACH COUNTY BOAR	D OF COUNTY COMMIS	SSIONERS, A	POLITICAL	SUBDIVISION C)F
171	ut	STATE OF FLORIDA.	ITS OFFICERS. EMPI	LOYEES AND	AGENTS ARE	g included as a	71N
A	DD	ITIONAL INSURED ON	GENERAL LIABILITY	, AUTO LIAE	SILITY & UN	TREPTS DIVEDTO	TY
0	мŤ.	Y FOR THIS PROJECT.	THE UMBRELLA LI	ABILITY LIM	IITS ARE ED	CESS OVER THE	· .
		ERAL LIABILITY AUTO	MOBILE LIABILITY			<u>، ۵ کا کا ۲۰</u> ۲۰	
ÇE	RTI	IFICATE HOLDER		CANCELLA SHOULD ANY	OF THE ABOVE DESC	RIBED POLICIES BE CANCELLE	D BEFORE THE EXPIRATIO
	į	PALM BEACH COUNTY B	OARD OF COMMISSIONERS	DATE THERE	OF, THE ISSUING INSI	URER WILL ENDEAVOR TO MA	IL <u>30</u> DAYS WRITTEN
	1		PUBLIC WORKS DEPT.	NOTICE TO T	HE CERTIFICATE HOL	DER NAMED TO THE LEFT, BUT	FAILURE TO DO SO SHAL
,	-	ATTN: DAVE YOUN	G, P.E.	IMPOSE NO C	BLIGATION OR LIABI	LITY OF ANY KIND UPON THE	INSURER, IT'S AGENTS OF
1		SPECIAL PROJECTS	S MGR.	REPRESENTA			
	1	2300 N. JOG ROAL		AUTHORIZED	A CONTRACTOR	A. Hom	ul.
ا			<u>, FL. 33411-2745</u>		7	@ACORD C	ORPORATION 1988
- A(JUR I	RD 25 (2001/08) FAX 561 6	0 4- 4TD1		V		•
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10/10	'd
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APR-12-2007 THU 11:16 AM COMMERCIAL INS SPECIALST FAX NO. 1 813 949 5583

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P. 02/02

ACORD. CERTIFICATE OF LIABILITY	INSURANCE REVISED	4/12/2007
RODUCER Commercial Ins. Specialists, Inc. P.O. Box 17738	THIS CERTIFICATE IS ISSUED AS A MATTER OF INF ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER THE COVERAGE AFFORDED BY THE POLIC	CERTIFICATE EXTEND OR
Tampa, Fl. 33682 813-949-0481	INSURERS AFFORDING COVERAGE	NAIC#
NSURED DUNKELBERGER ENGINEERING & TESTING, INC.	INSURER A: XL SPECIALTY INSURANCE CO.	
523 N.W. ENTERPRISE DR., #A Port St. Lucie, Fl. 34986	INSURER C:	

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.

_			THTE BEEN REDUCED BI FAID GLA				
NBR TR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DDAY)	LIMIT	S
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		COMMERCIAL GENERAL LABILITY				DAMAGE TO RENTED PREMISES (Es occurence)	5
						MED EXP (Any one person)	5
						PERSCNAL & ADVINJURY	3
						GENERAL AGGREGATE	5
		GEN'L AGGREGATE LIMIT APPLIES PER					5
				· · ·		PRODUCTS - COMPIOP AGG	3
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
		ANYAUTO				(Es sceident)	
		ALL OWNED AUTOS			· · ·	BODILY INJURY	5
		SCHEDULED AUTOS				(Per person)	
		HIRED AUTOS				BODILYINJURY	-
ļ		NON-OWNED AUTOS				(Pereccident)	\$
						PROPERTY DAMAGE	
						(Per accident)	S
		GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT	\$
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		ATTN: DAVE YOUNG	, P.É.	IMPOSE NO OB	LIGATION OR LIABILI	TY OF ANY KIND UPON THE I	SURER, ITS AGENTS OR
		SPECIAL PROJECTS	MGR.	REPRESENTATI	NES.		
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March 21, 2007

Palm Beach County Board of Commissioners C/O: Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411-2745 Attention: David Young, P.E., Special Projects Manager

RE: RENEWAL OF TESTING LAB SERVICES ANNUAL AGREEMENT (R2005-1147) DATED JUNE 21, 2005

Dear Mr. Young:

This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of June 21, 2007 through June 20, 2008.

We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

LM Engineering, Inc. d/b/a GFA International Frederick Kaub, Vice Pres d DATE F 4 0.4 Ê S

arohollan Attest:

DATE

Environmental Geotechnical Structural Design Construction Materials Testing Threshold and Special Inspections

Corporate Office 442 N.W. 35th Street Boca Raton, FL 33431 (561) 347-0070 (561) 347 0809 Fax

Gulf Coast Office 5851 Country Lakes Dr. Fort Myers, FL 33905 (239) 489-2443 (239) 489-3438 Fax Treasure Coast Office 7882 S.W. Ellipse Way Stuart, FL 34997 (772) 489-9989 (772) 489-2989 Fax Orlando Office 9659 Tradeport Dr. Orlando, FL 32827 (407) 447-9865 (407) 447-9868 Fax



Accepted by: Palm Beach County Board of Commissioners Attest: Sharon R. Bock, Clerk and Comptroller

BY:_

Addie L. Greene, Chairperson

BY:

Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions DIN <u>ih</u>

County Attorney

F:\ROADWAY\CCNA\Annuals\Survey\Brown Phillips\2005\Renewal_Intent.doc

Environmental Geotechnical Structural Design Construction Materials Testing Threshold and Special Inspections Corporate Office 442 N.W. 35th Street Boca Raton, FL 33431 (561) 347-0070 (561) 347 0809 Fax

Gulf Coast Office 5851 Country Lakes Dr. Fort Myers, FL 33905 (239) 489-2443 (239) 489-3438 Fax **Treasure Coast Office** 7882 S.W. Ellipse Way Stuart, FL 34997 (772) 489-9989 (772) 489-2989 Fax Orlando Office 9659 Tradeport Dr. Orlando, FL 32827 (407) 447-9865 (407) 447-9868 Fax

SCHEDULE OF FEES AND SERVICES

Revised 3-22-07

FY2007/2008

<u>Note</u>: The intent of the contract is to include all labor, materials, transportation, set-up, fuel, equipment, and other items necessary to complete the item of work. All items incidental to or necessary for the completion of the item shall be included in the price.

<u>I.</u> SOIL TESTING

<u>II.</u>

1.	Field Density Test (five [5] minimum)	\$20.00/test
2.	Proctors	\$80.00/test
3.	Florida Bearing Value Test	\$35.00/test
4.	Limerock Bearing Ratio Test	\$250.00/test
5.	Atterberg Limit	\$70.00/test
6.	Carbonate Content Test	\$75.00/test
7.	Organic Content Test	\$45.00/test
8.	D.O.T. Corrosivity	\$150.00/test
9.	Soil Observation (On Site)	\$45.00/hr
10.	Natural Sample Moisture Content	\$15.00/test
11.	Unit Weight and Moisture Content (Undisturbed Sample) .	\$30.00/test
0014		

CONCRETE & MASONRY MATERIALS

	1.	Concrete Compression test (Min four [4] cylinders per trip)	· · · · · ·
		-Prepare cylinders & slump test on site, and deliver to lab	\$70.00/set
	2.	Additional Concrete cylinders	\$14.00/cyl.
	3.	Concrete Compression test only [delivered to lab]	\$12.00/cyl.
	4.	Slump test	\$10.00/test
	5.	Air Content Test	\$15.00/test
	6.	Stand-by	\$32.50/hr.
	7.	Grout Prism (Six [6] per set)	•
		- Includes preparation of Prism on site	\$75.00/set*
	8.	2" x 2" Mortar Cubes (Six [6] per set)	
		-Includes preparation of Cubes on site	\$70.00/set
	9.	Additional Mortar cubes	\$10.00/ea.
	10.	Masonry Units	
		A. Compressive Strength	\$50.00/unit
	· .	B. Absorption	\$25.00/unit
	11.	Concrete Cores (Min. 3);	
		- Secure, trim & test	\$80.00/core
		- Testing of core [delivered to lab (Incl. Trim)]	\$35.00/core
	12.	Swiss Hammer Testing	\$35.00/hour (2 hr. minimum)
	13.	Windsor Probe Test (Min. 3 shots)	\$150.00/test
	14.	Additional Windsor Probe Tests	\$100.00/test
<u>III.</u>	AGGF	REGATE TESTING	
	1.	Grain size determination:	
		A. Full grain size (8 sieves)	\$60.00/test
		B. Wash through (#200)	
	2.	Sieve Analysis - Coarse Aggregate	\$85.00/test
	3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$50.00/test
		opeome cruticy a ribbol plicit of this of Coalse Agglegate	400.00/lest
<u>IV.</u>	ASPH	ALT TESTING	•
	1.	Asphalt Cores (obtaining core samples)	\$45.00/each
	2.	Asphalt Extraction & Gradation	\$125.00/test
	3.	Asphalt Density and Thickness	\$20.00/test
	4.	Marshall Stability (Incl. density, flow and stability	
		of 3 specimens) (50 blows)	\$100.00/test
*0			
Grou	it Cubes	3	\$45.00/set (3 per set)

V		
<u>ør.</u>	1. Concrete Inspection (on job-site or plant)	\$45.00/hour
	 Pile Driving Inspection. 	\$55.00/hour
	3. Pre-Stress Yard Inspection	\$65.00/hour
	4. Steel Inspection	\$65.00/hour
	5. Threshold Inspection	\$60.00/hour
<u>VI.</u>	FIELD EXPLORATIONS	
	1. Auger Borings	\$8.00/LF
	2. Hand Augers	\$8.50/LF
•	3. Standard Penetration Tests - Truck Rig (0' - 50')	\$12.00/I F (min. \$450.00/iob)
	4. Grout bore holes - 0' - 50'	\$3.50/LF
•	51' - 100'	. \$4.50/LF
	5. Static Cone Penetration Test (0' -100')	\$10.00/LF
	6. Muck Probing (4 hr min.)	\$85.00/hour
	7. Mobilization of drilling equipment to project (Min. Charge):	
	1. 50 mile travel	\$250.00/trip
	2. 100 mile travel	
	8. Foundation Analysis and Recommendation	
	9. Percolation test	. \$250.00/test
<u>VII</u> .	PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA	с к
<u></u> .	For testing (all tests)	. \$65.00/trip
<u>vn</u> . <u>VIII.</u>		•
<u>VIII.</u>	For testing (all tests)	. 150% of basic rate
<u>VIII.</u>	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND	. 150% of basic rate
<u>VIII.</u> IX	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY.	. 150% of basic rate
<u>VIII.</u> IX	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY. Quote provided upon request for additional services.	. 150% of basic rate
<u>VIII.</u> IX	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY. Quote provided upon request for additional services. ENGINEERING AND PROFESSIONAL SERVICES	. 150% of basic rate
<u>VIII.</u> IX	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY. Quote provided upon request for additional services. ENGINEERING AND PROFESSIONAL SERVICES Principal Engineer (If Needed/At Option of PBC)	. 150% of basic rate APPROVED BY THE OWNER, \$110.00/hour
<u>VIII.</u> IX	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY. Quote provided upon request for additional services. ENGINEERING AND PROFESSIONAL SERVICES Principal Engineer (If Needed/At Option of PBC) Senior Geotechnical Engineer	. 150% of basic rate APPROVED BY THE OWNER, \$110.00/hour \$100.00/hour
<u>VIII.</u> IX	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY. Quote provided upon request for additional services. ENGINEERING AND PROFESSIONAL SERVICES Principal Engineer (If Needed/At Option of PBC) Senior Geotechnical Engineer Engineer, P.E.	. 150% of basic rate APPROVED BY THE OWNER, \$110.00/hour \$100.00/hour \$90.00/hour
	For testing (all tests) OVERTIME ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND PALM BEACH COUNTY. Quote provided upon request for additional services. ENGINEERING AND PROFESSIONAL SERVICES Principal Engineer (If Needed/At Option of PBC) Senior Geotechnical Engineer Engineer, P.E. Staff Engineer	150% of basic rate APPROVED BY THE OWNER, \$110.00/hour \$100.00/hour \$90.00/hour \$75.00/hour

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Term Glossary

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(DBA Name)

GFA International (Primary Name)

BOCA RATON Florida 334315708

442 Northwest 35th Street

Licensee Details

Licensee Information Name:

Main Address:

License Mailing:

LicenseLocation:

License Information

License Type: Rank: License Number: Status: Licensure Date: Expires:

Special Qualifications Certificate of Authorization Cert of Auth 4930 Current,Active 02/12/1988 02/28/2009

Qualification Effective

View Related License Information View License Complaint

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

(850) 487-1395

BOARD OF PROFESSIONAL GEOLOGISTS 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

MAY 3 0 2006

BY:

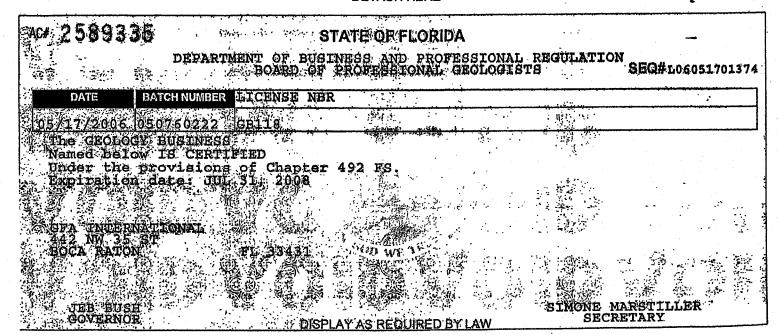
CEIVED

GFA INTERNATIONAL 442 NW 35 ST BOCA RATON

FL 33431

AC# STATE OF FLORIDA STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROPESSIONAL REGULATION GB118 05/17/06 050760222 GEOLOGY BUSINESS GFA INTERNATIONAL IS CERTIFIED under the provisions of Ch.492 FS. Expiration dete: JUL 31, 2008 L06051701374

DETACH HERE



-EXHIBIT E-CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER 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.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER 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 ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE is submitted by FREDERICK (Name of Individual) EXECUTIVE VICE PRESIDENT, of LULENGINERING, INC. DBA GFA TNTELNATIONA (Title/Position) (Firm Name of ENGINEER)

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.

3/21/07 (Signaturé)

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P.O. Box 1270 Pompano Beach, FL 33061 INSURERS AFFORDING COVERAGE NAIC #					NAIC #			
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442 NW 35th Street								
			Boca Raton, FL 33431		INSURER D:	• • •		
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INSR LTR	ADD'L		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
A	Х	GE	ERAL LIABILITY	GL2028185010007	04/01/07	04/01/08	EACH OCCURRENCE	\$1,000,000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
		GEI	I				GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$2,000,000
			POLICY X PRO-			· · · · · · · · · · · · · · · · · · ·		\$2,000,000
A		AU1 X	OMOBILE LIABILITY ANY AUTO	CA202818602	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
			ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		X X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
		GAI	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			ANY AUTO				OTHER THAN EA ACC	\$
-		EXC	CESS/UMBRELLA LIABILITY		-	· · · · · · · · · · · · · · · · · · ·	EACH OCCURRENCE	\$ 5
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ļ			DEDUCTIBLE					\$
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			S COMPENSATION AND RS' LIABILITY	WC202818901	04/01/067	04/01/08	X WC STATU- TORY LIMITS OTH- ER	
	ANY	PRO	PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?				E.L. EACH ACCIDENT	<u>\$100,000</u>
	If yes	, des	cribe under PROVISIONS below		· ·		E.L. DISEASE - EA EMPLOYEE	s500.000
B		ER F	Professional	06EBLY099333	04/01/07	04/01/08	Limit: \$1,000,000 Deductible: \$35,000	An Anna an Anna an Anna an
DES	CRIPT	ON C	F OPERATIONS / LOCATIONS / VEHIC	L	EMENT / SPECIAL PR	OVISIONS	Retroactive Date 4/1	1/03
Pa	mΒ	eac	h County Board of Count	y Commissioners, a politica	l Subdivision			
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ATTN: Nancy Grant REPRESENTATIVES.								
			50 S. Military Trail, Suite		· .			
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IMPORTANT

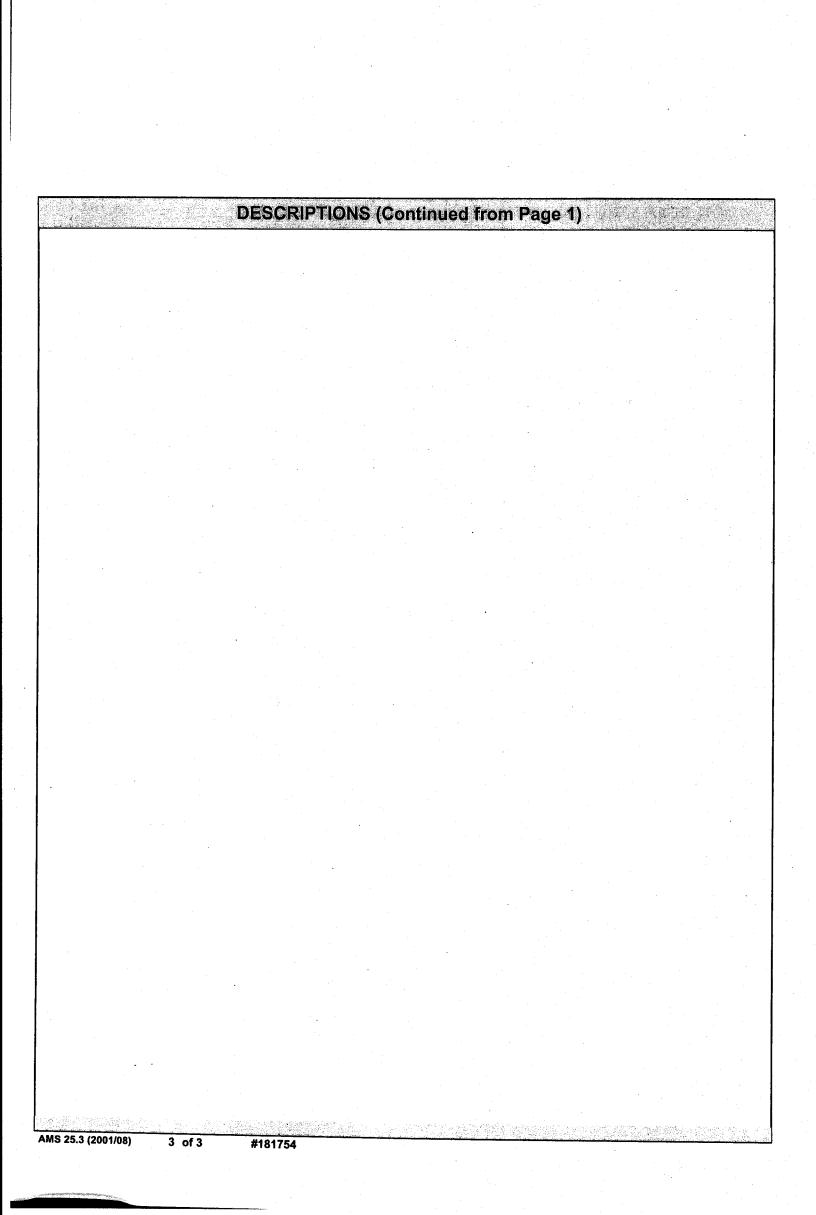
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

۱

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.



RECEIVED MAR 2 7 2007



March 23, 2007

Palm Beach County Board of Commissioners C/O: Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411-2745 Attention: David Young, P.E., Special Projects Manager

RE: RENEWAL OF TESTING LAB SERVICES ANNUAL AGREEMENT (R2005-1148) DATED JUNE 21, 2005

Dear Mr. Young:

This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of June 21, 2007 through June 20, 2008.

We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

Tierra, Inc.

v. P.E., Vice President Raj Krishnasa

RPORATE 395 SEAL

Accepted by: Palm Beach County Board of Commissioners

Attest:

Attest: Sharon R. Bock, Clerk and Comptroller

BY:

Addie L. Greene, Chairperson

BY:_

Deputy Clerk

Approved As To Form & Legal Sufficiency:

224 Omeles Rummy

Approved as to Terms and Conditions

County Attorney

2765 VISTA PARKWAY, SUITE 10 • WEST PALM BEACH, FLORIDA 33411 (561) 687-8536 • FAX (561) 687-8570 State of Florida Professional Engineers License #6486



SCHEDULE OF FEES AND SERVICES Fiscal Year 2007

<u>Note</u>: The intent of the contract is to include all labor, materials, transportation, set-up, fuel, equipment, and other items necessary to complete the item of work. All items incidental to or necessary for the completion of the item shall be included in the price.

SOIL TESTING I.

1.	Field Density Test (five [5] minimum)	\$22.00/test
	Proctors	\$85.00/test
	Florida Bearing Value Test	\$30.00/test
	Limerock Bearing Ratio Test	\$250.00/test
5.	Atterberg Limit Test	\$70.00/test
6.	Carbonate Content Test	\$100.00/test
	Organic Content Test	\$45.00/test
8.	D.O.T. Corrosivity	\$155.00/test
	Soil Observation (On Site)	\$47.50/hr
	Natural Sample Moisture Content	\$12.00/test
	Unit Weight and Moisture Content (Undisturbed Sample)	\$50.00/test

п. **CONCRETE & MASONRY MATERIALS**

1.	Concrete Compression test (Min four [4] cylinders per trip)	
	-Prepare cylinders & slump test on site, and deliver to lab	\$75.00/set
2.	Additional Concrete cylinders	\$16.00/cyl.
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4.	Slump test	\$10.00/test
5.	Air Content Test	\$15.00/test
6.	Stand-by	\$35.00/hr.
7.	Grout Prism (Six [6] per set)	
	- Includes preparation of Prism on site	\$75.00/set
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10.	Masonry Units	
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	A. Compressive StrengthB. Absorption	\$50.00/unit
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	B. Wash through (#200)	\$30.00/test
2.	Sieve Analysis - Coarse Aggregate	\$85.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$50.00/test
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4.	Marshall Stability (Incl. density, flow and stability	
_	of 3 specimens) (50 blows)	\$100.00/test
5.	Coring Machine plus Generator Rental	\$250.00/test
<u>IN</u> 1.	SPECTION SERVICES	\$50.00/hour
1. 2.	Concrete Inspection (on job-site or plant) Pile Driving Inspection	\$65.00/hour
2. 3.	Pre-Stress Yard Inspection	\$65.00/hour
<i>4</i> .	Steel Inspection	\$65.00/hour
. 5.	Threshold Inspection	\$65.00/hour
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э.	Standard Penetration Tests - Truck Rig (0' - 50')	\$12.00/LF
A	(51' - 100')	\$13.00/LF
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э.	Casing 0' - 50'	\$6.00/LF
	51' - 100'	\$8.00/LF
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8.	Mobilization of drilling equipment to project (Min. Charge):	
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	B. 100 mile travel	\$400.00/trip
	Foundation Analysis and Recommendation	Staff \$/hours
10	Percolation test	\$275.00/test
PF	EMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA	
Fo	testing (all tests)	\$85.00/trip
10		402.00/uth
		•
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basic rate

IX. AN

ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.

X. ENGINEERING AND PROFESSIONAL SERVICES

1. Principal Engineer, P.E.	\$125.00/hr
2. Senior Geotechnical Engineer, P.E.	\$115.00/hr
3. Engineer, P.E.	\$100.00/hr
4. Staff Engineer	\$75.00/hour
5. Senior Engineering Technician	\$65.00/hour
6. Engineering Technician	\$55.00/hour
7. Drafter / CAD	\$55.00/hour

3

Fee Schedule PBC 2007



Is authorized under the provisions of Section 471023 Florida Statutes, to offer engineering services to the public through a Professional Engineer under Chapter 471, Florida Statutes.

AUDIT NO .: 0709- 000209

CERTIFICATE OF AUTHORIZATION NUMBER: 6486 EXPIRATION: 28-FEB-09

DISPLAY AS REQUIRED BY LAW

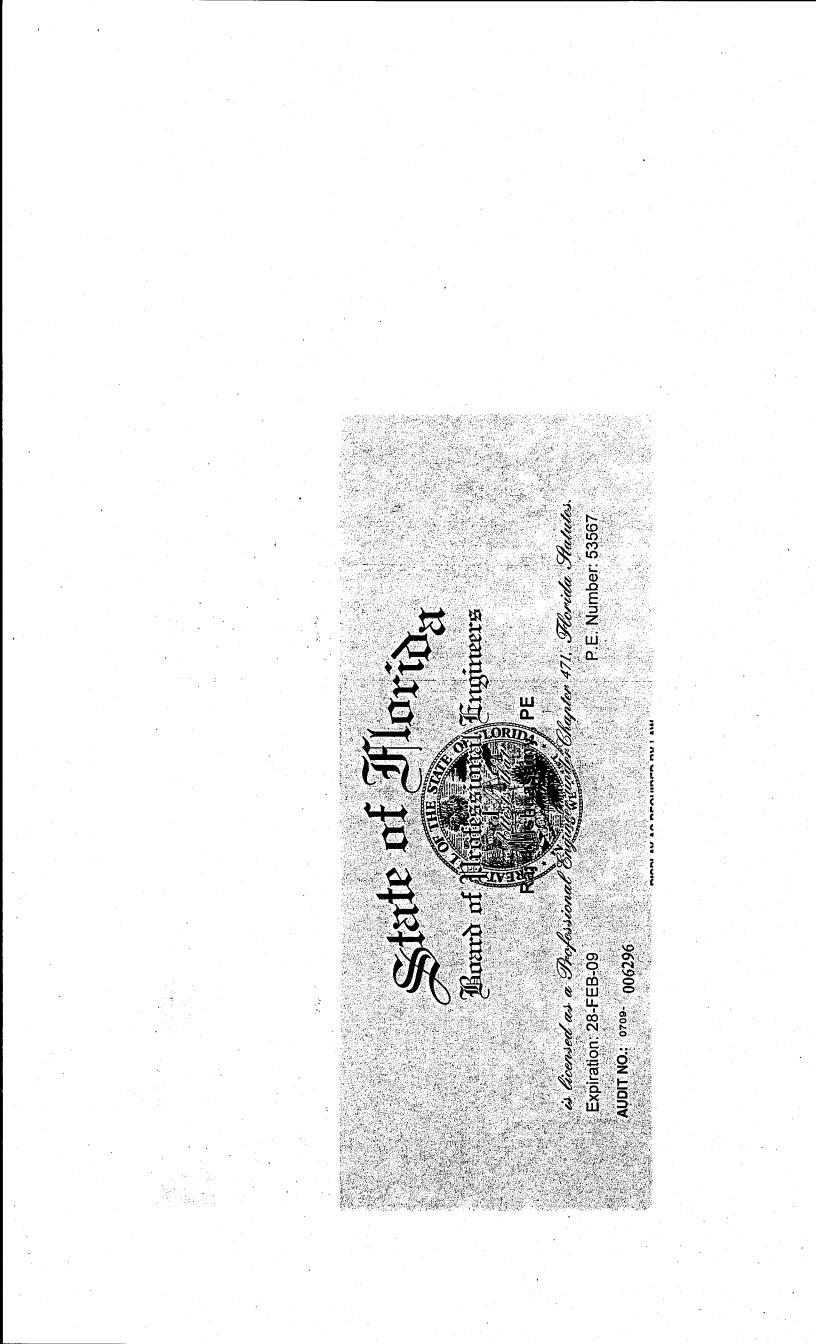


EXHIBIT E CONFLICT OF INTEREST DISCLOSURE FORM

TIERRA, Inc. 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.)

TIERRA, Inc. further represents that no person having any interest shall be employed for said performance. By signing below, TIERRA, Inc 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 TIERRA Inc's judgment or quality of services being provided to the County.

TIERRA, Inc. 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 TIERRA Inc'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 TIERRA, Inc. 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 TIERRA, Inc.

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

THIS DISCLOSURE is submitted b	Raj Krishnasam	y, as
	(Name of Ir	idividual)
Vice President, o	Tierra, Inc.	
(Title/Position)	(Firm Name)	· ·

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.

ACORD	CORD, CERTIFICATE OF LIABILITY INSURANCE		
	727-461-6044 Fax: 727-442-7695 Insurance ~ Clearwater	THIS CERTIFICATE IS ISSUED AS A MATTER O ONLY AND CONFERS NO RIGHTS UPON TH HOLDER. THIS CERTIFICATE DOES NOT AME ALTER THE COVERAGE AFFORDED BY THE PO	E CERTIFICATE
Clearwater FL	33757-2456	INSURERS AFFORDING COVERAGE NAIC #	
INSURED	onal Flace Ste A 7	INSURER A: Continental Casualty Company	20443
Tierra, Inc. 7805 Professi Tampa FL 3363		INSURER B: Valley Forge Insurance Company	n 20508
		NSURERC: American Int'l Spec Lines In	s 26883
		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.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMIT	S
	X		TCP2066376057	5/1/2007	5/1/2008	EACHOCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Es occurence)	\$100,000
				-		MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	ļ	POLICY X JECT LOC					
B		AUTOMOBILE LIABILITY	C2066376091	5/1/2007	5/1/2008	COMBINED SINGLE LIMIT (Ea acoident)	\$1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
		HIRED AUTOS				BODiLY INJURY (Per accident)	\$
	ļ					PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - HA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
 	ļ					AUTO ONLY: AGG	\$
C		EXCESS/UMBRELLA LIABILITY	TBD	5/1/2007	5/1/2008	EACH OCCURRENCE	\$ 5000000
						AGGREGATE	\$ 5000000
		}	•	1			\$
	.	DEDUCTIBLE					\$
-		X RETENTION \$10000				WOSTATUL LOTH	\$
в	EMP	RKERS COMPENSATION AND PLOYERS' LIABILITY	WC2066376172	5/1/2007	5/1/2008	X WC STATU- TORY LIMITS OTH- ER	
1	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	
	OTH				<u> </u>	E.L. DISEASE - POLICY LIMIT	\$500.000
Loc 276 Cer Proj req "Fo	atio 5 Vi tifi pert uire r Al	ION OF OPERATIONS / LOCATIONS / VEHICI ons for insured include: 27 sta Parkway Suite 10, Week cate holder is additional by Damage arising from the d by written contract per 1 Projects With Palm Beach Med	736 Rowland Road, Raleigh 2 Palm Beach FL 33411. insured per the terms of work performed by the nam form d179570(1)(1) attac	NC, 27615; 78 the Liability	05 Professions	regnear to Rodily T	bas varie

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County 2300 North Jog Road West Palm Beach FL 33411	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

ACORD 25 (2001/08)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / SPECIAL PROVISIONS Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, shall be named Additional Insured as to General Liability.

G-17957-G (Ed. 01/01)

CAMA

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Designated Project:

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this polloy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
 - a. The period of time required by the written contract or written ágreement; or

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5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:
 - 1. The following is added to the Duties in The Event of Occurrence, Offense, Claim or Sult Condition:
 - e. An additional insured under this endorsement will as soon as practicable:

G-17957-G (Ed. 01/01)

- Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a lose we cover under this Coverage Part; and
- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
- 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

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rra inc 95 Professional P	······································							
5 Professional P		INSURER A: XL		AL TONDING GOVERAGE	ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
5 Professional P			. Specialty Insu	rance Company				
4- A	ace	INSURER B:		······				
Suite A			INSURER C:					
npa, FL 33637		INSURER E:		· · · · · · · · · · · · · · · · · · ·				
		•						
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FINSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
ILITY			*	EACH OCCURRENCE \$	······			
				FIRE DAMAGE (Any one fire) \$				
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				GENERAL AGGREGATE \$				
ATE LIMIT APPLIES PER:			2000 - 2000	PRODUCTS -COMP/OP AGG \$				
JABILITY			···	GOMBINED SINGLE LIMIT (Ea accident)				
ED AUTOS				BODILY INJURY (Per person) \$				
TOS IED AUTOS				BODILY INJURY (Per accident)				
				PROPERTY DAMAGE \$				
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