

**Agenda Item #: 3-C-5**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 19, 2007 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department:  
Submitted By: Engineering & Public Works  
Submitted For: Roadway Production Division

**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:

<u>Firm Name</u>	<u>Original Agreement Date</u>	<u>Resolution No.</u>
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: 224 Daniel A. Fernandez 5/11/07 *[Signature]*  
Director Date

Approved By: S. T. Webb 5/29/07  
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
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: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

<p><i>[Signature]</i> 5/22/07          _____          OFMB          actw 5/23/07          [Stamp] 05/21/07</p>	<p><i>[Signature]</i> 5/24/07          _____          Contract Administration          [Stamp] 5/24/07</p>
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**This item complies with current County policies.**

**B. Legal Sufficiency:**

*[Signature]* 5/29/07  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

RECEIVED MAR 30 2007

**DE&T** 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,

Dunkelberger Engineering & Testing, Inc.

Consultant  
Michael J. O'Connor, P.E., Executive Vice President

March 27, 2007  
DATE

Attest: *Staci Bolinger*  
Staci Bolinger, Business Development Coord.

March 27, 2007  
DATE

CORPORATE SEAL

Accepted by:  
Palm Beach County Board of County Commissioners

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

Attest: \_\_\_\_\_  
Deputy Clerk

Approved As to Form & Legal Sufficiency:  
\_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions:  
*9/2/07* \_\_\_\_\_  
Dunkelberger Engineering & Testing, Inc.

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
2. Proctors.....	\$ 85.00/test
3. Florida Bearing Value (FBV).....	\$ 30.00/test
4. Limerock Bearing Ratio (LBR).....	\$ 275.00/test
5. Atterberg Limit.....	\$ 75.00/test
6. Carbonate Content Test.....	\$ 75.00/test
7. Organic Content .....	\$ 50.00/test
8. D.O. T. Corrosivity.....	\$ 150.00/test
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.....	\$ 15.00/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.....	\$ 35.00/hour
7. Gunit 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]).....	\$ 35.00/core
12. Swiss Hammer Testing.....	\$ 45.00/hour
13. Windsor Probe Test (Min. three [3] shots). .....	\$ 160.00/test
14. Additional Windsor Probe Tests.....	\$ 100.00/test




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
6. Engineering Technician .....	\$ 45.00/hour
7. Drafter/CADD .....	\$ 50.00/hour
8. Administrative Assistant .....	\$ 45.00/hour

# Licenses & Certifications



**State of Florida**  
Department of State


I certify from the records of this office that **DUNKELBERGER ENGINEERING & TESTING, INC.** is a corporation organized under the laws of the State of Florida, filed on February 18, 1994.

The document number of this corporation is P94000013886.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report/uniform business report was filed on March 14, 2007, and its status is active.


I further certify that said corporation has not filed Articles of Dissolution.

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CR2EO22 (01-07)

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-sixth day of March, 2007



**Kurt S. Prototyping**  
Secretary of State



**State of Florida**  
Board of Professional Engineers  
Dunkelberger Engineering & Testing Inc.

*Is authorized under the provisions of Section 471.05, Florida Statutes, to offer engineering services to the public through a Professional Engineer licensed under Chapter 471, Florida Statutes.*

AUDIT NO.: 0709- 000519

CERTIFICATE OF AUTHORIZATION NUMBER: 6870  
EXPIRATION: 28-FEB-09

DISPLAY AS REQUIRED BY LAW



**DUNKELBERGER ENGINEERING & TESTING, INC.**  
*Geotechnical • Materials Testing/Inspection • Environmental*

## Licenses & Certifications

State of Florida  
Board of Professional Engineers

Douglas Scott Dunkelberger, PE

*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*

Expiration: 28-FEB-09 P.E. Number: 33317

AUDIT NO.: 0709-024688

DISPLAY AS REQUIRED BY LAW

State of Florida  
Board of Professional Engineers

Michael J. Chamber, PE

*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*

Expiration: 28-FEB-07 P.E. Number: 44082

AUDIT NO.: 0507- 002904 S. I. Number: 981

DISPLAY AS REQUIRED BY LAW

State of Florida  
Board of Professional Engineers

Thomas Joseph Chamber, PE

*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*

Expiration: 28-FEB-09 P.E. Number: 27451

AUDIT NO.: 0709- 002584


DISPLAY AS REQUIRED BY LAW





# Licenses & Certifications


State of Florida  
Board of Professional Engineers



*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*  
Expiration: 28-FEB-09 P.E. Number: 38175  
AUDIT NO.: 0709- 005447

DISPLAY AS REQUIRED BY LAW

State of Florida  
Board of Professional Engineers



Harold W. Metzger, PE  
*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*  
Expiration: 28-FEB-09 P.E. Number: 44695  
AUDIT NO.: 0709- 004184

DISPLAY AS REQUIRED BY LAW



~~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

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(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  
(Name of Individual)

Executive Vice President, of Dunkelberger Engineering & Testing, Inc.  
(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.

  
(Signature)

March 27, 2007

(Date)

# ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/20/2007

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

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

INSURED  
DUNKELBERGER ENGINEERING & TESTING, INC.  
523 N.W. ENTERPRISE DR., #A  
PORT ST. LUCIE, FL. 34986

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

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

NBR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMSMADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	964612 20528130	04-20-07	04-20-08	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	95-408-349-00	04-20-07	04-20-08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
A X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$	95-408-349-01	04-20-07	04-20-08	EACH OCCURRENCE \$ 3,000,000
					AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001-WC06A-30634	04-20-07	04-20-08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
	OTHER				E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS AN ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY & UMBRELLA LIABILITY ONLY FOR THIS PROJECT. THE UMBRELLA LIABILITY LIMITS ARE EXCESS OVER THE GENERAL LIABILITY AUTOMOBILE LIABILITY & EMPLOYER LIABILITY LIMITS.

CERTIFICATE HOLDER  
PALM BEACH COUNTY BOARD OF COMMISSIONERS  
C/O ENGINEERING & PUBLIC WORKS DEPT.  
ATTN: DAVE YOUNG, P.E.  
SPECIAL PROJECTS MGR.  
2300 N. JOG ROAD  
WEST PALM BEACH, FL. 33411-2745

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

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE REVISED**

DATE (MM/DD/YYYY)  
4/12/2007

<b>PRODUCER</b> Commercial Ins. Specialists, Inc. P.O. Box 17738 Tampa, Fl. 33682 813-949-0481		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> DUNKELBERGER ENGINEERING & TESTING, INC. 523 N.W. ENTERPRISE DR., #A PORT ST. LUCIE, FL. 34986		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: XL SPECIALTY INSURANCE CO. INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC#</b>

**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.

NO. TR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRD-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PROF. LIAB INCLUDING POLLUTION LIAB.	DPR9602199	09-10-06	09-10-07	EACH CLAIM: \$ 3,000,000 AGGREGATE : \$ 3,000,000

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

CLAIMS MADE PROJECT  
 RETROACTIVE DATE: 09-04-04 DED: \$ 125,000  
 "RETRO COVERAGE APPLIES. RETRO COVERAGE IS EXTENDED TO INCLUDE THE EFFECTIVE DATE OF THE CONTRACT".

**CERTIFICATE HOLDER**

**CANCELLATION**

PALM BEACH COUNTY BOARD OF COMMISSIONERS  
 C/O ENGINEERING & PUBLIC WORKS DEPT.  
 ATTN: DAVE YOUNG, P.E.  
 SPECIAL PROJECTS MGR.  
 2300 N. JOG ROAD  
 WEST PALM BEACH, FL. 33411-2745

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

AUTHORIZED REPRESENTATIVE

*John A. Howard*



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,

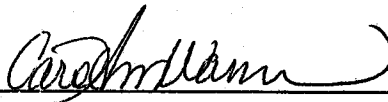
LM Engineering, Inc.  
d/b/a GFA International

  
\_\_\_\_\_  
Frederick Kaub, Vice President

3/22/07

DATE

Attest:

  
\_\_\_\_\_

3/22/07

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

\_\_\_\_\_  
County Attorney

*[Handwritten Signature]*  
\_\_\_\_\_

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  
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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

Note: 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.

**I. SOIL TESTING**

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

**II. 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

**III. AGGREGATE TESTING**

1.	Grain size determination: A. Full grain size (8 sieves) .....	\$60.00/test
	B. Wash through (#200) .....	\$35.00/test
2.	Sieve Analysis - Coarse Aggregate .....	\$85.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate ....	\$50.00/test

**IV. ASPHALT 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

\*Grout Cubes ..... \$45.00/set (3 per set)

**V......INSPECTION SERVICES**

1.	Concrete Inspection (on job-site or plant) .....	\$45.00/hour
2.	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

**VI. FIELD EXPLORATIONS**

1.	Auger Borings .....	\$8.00/LF
2.	Hand Augers .....	\$8.50/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50') .....	\$11.00/LF (min. \$450.00/job)
	(51' - 100') .....	\$12.00/LF (min. \$450.00/job)
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 .....	\$350.00/trip
8.	Foundation Analysis and Recommendation .....	\$75.00/hour
9.	Percolation test .....	\$250.00/test

**VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA**

For testing (all tests) .....	\$65.00/trip
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**VIII. OVERTIME .....** 150% of basic rate

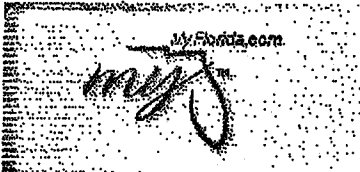
**IX ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.**

Quote provided upon request for additional services.

**X. ENGINEERING AND PROFESSIONAL SERVICES**

Principal Engineer (If Needed/At Option of PBC) .....	\$110.00/hour
Senior Geotechnical Engineer .....	\$100.00/hour
Engineer, P.E. ....	\$90.00/hour
Staff Engineer .....	\$75.00/hour
Senior Engineering Technician .....	\$55.00/hour
Engineering Technician .....	\$45.00/hour
Drafter / CADD .....	\$45.00/hour





Log Off



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1:42:52

**Public Services**

- [Search for a Licensee](#)
- [Apply for a License](#)
- [View Application Status](#)
- [Apply to Retake Exam](#)
- [Find Exam Information](#)
- [File a Complaint](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

**User Services**

- [Renew a License](#)
- [Change License Status](#)
- [Maintain Account](#)
- [Change My Address](#)
- [View Messages](#)
- [Change My PIN](#)
- [View Continuing Ed](#)

[Term Glossary](#)

[Online Help](#)

**Licensee Details**

**Licensee Information**

Name: **GFA International (Primary Name)**  
 (DBA Name)  
 Main Address: **442 Northwest 35th Street**  
**BOCA RATON Florida 334315708**

License Mailing:

LicenseLocation:

**License Information**

License Type: **Certificate of Authorization**  
 Rank: **Cert of Auth**  
 License Number: **4930**  
 Status: **Current,Active**  
 Licensure Date: **02/12/1988**  
 Expires: **02/28/2009**

**Special Qualifications**                      **Qualification Effective**

[View Related License Information](#)

[View License Complaint](#)



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

GFA INTERNATIONAL  
442 NW 35 ST  
BOCA RATON

FL 33431

RECEIVED

MAY 30 2006

BY:



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

AC# 2589335

GB118 05/17/06 050760222

GEOLOGY BUSINESS  
GFA INTERNATIONAL

IS CERTIFIED under the provisions of Ch. 492 FS.  
Expiration date: JUL 31, 2008 L06051701374

DETACH HERE

AC# 2589335 STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS SEQ# L06051701374

DATE	BATCH NUMBER	LICENSE NBR
05/17/2006	050760222	GB118

The GEOLOGY BUSINESS  
Named below IS CERTIFIED  
Under the provisions of Chapter 492 FS.  
Expiration date: JUL 31, 2008

GFA INTERNATIONAL  
442 NW 35 ST  
BOCA RATON FL 33431

JEB BUSH GOVERNOR SIMONE MARSTILLER SECRETARY

DISPLAY AS REQUIRED BY LAW

~~-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:

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(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.

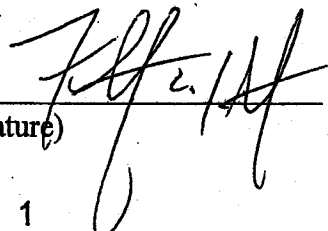
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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 KAUB, as  
(Name of Individual)

EXECUTIVE VICE PRESIDENT, of LM ENGINEERING, INC. DBA GFA  
(Title/Position) (Firm Name of ENGINEER) INTERNATIONAL

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

  
\_\_\_\_\_  
(Signature) 3/21/07  
(Date)

Client#: 45132

GFAIN

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/07


<b>PRODUCER</b> Howard S. Newman Bateman, Gordon & Sands, Inc. P.O. Box 1270 Pompano Beach, FL 33061	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> LM Engineering, Inc. dba GFA International 442 NW 35th Street Boca Raton, FL 33431	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Amerisure</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>Underwriters At Lloyd's</b></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Amerisure</b>		INSURER B: <b>Underwriters At Lloyd's</b>		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Amerisure</b>													
INSURER B: <b>Underwriters At Lloyd's</b>													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL2028185010007	04/01/07	04/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA202818602	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC202818901	04/01/067	04/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
B		<b>OTHER Professional Liability</b>	06EBLY099333	04/01/07	04/01/08	Limit: \$1,000,000 Deductible: \$35,000 Retroactive Date 4/1/03

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Palm Beach County Board of County Commissioners, a political Subdivision of the State of Florida, its officers, employees, and agents, are additional insureds for general liability coverages as their interest may appear in the work performed by the insured for all projects with Palm Beach County. (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners c/o Purchasing Department ATTN: Nancy Grant 50 S. Military Trail, Suite 110 West Palm Beach, FL 33415	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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**

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)**



RECEIVED MAR 27 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:

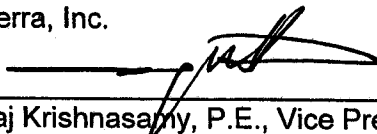
This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of June 21, 2007 through June 20, 2008.


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,

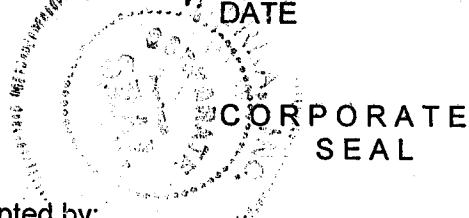
Tierra, Inc.

  
\_\_\_\_\_  
Raj Krishnasamy, P.E., Vice President

Attest:   
\_\_\_\_\_

3/26/07  
\_\_\_\_\_  
DATE

3/26/07  
\_\_\_\_\_  
DATE




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:  
\_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions  
  
\_\_\_\_\_



**SCHEDULE OF FEES AND SERVICES**

Fiscal Year 2007

**Note:** 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.

**I. SOIL TESTING**

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

**II. 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.
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.....	\$35.00/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 .....	\$75.00/set
9. Additional Mortar cubes .....	\$10.00/ea.
10. Masonry Units	
A. Compressive Strength.....	\$52.50/unit
B. Absorption .....	\$50.00/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 .....	\$45.00/hour
13. Windsor Probe Test (Min. 3 shots).....	\$150.00/test
14. Additional Windsor Probe Tests .....	\$100.00/test



**III. AGGREGATE TESTING**

- 1. Grain size determination:
  - A. Full grain size (8 sieves)..... \$60.00/test
  - 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

**IV. ASPHALT TESTING**

- 1. Asphalt Cores (obtaining core samples) ..... \$50.00/each
- 2. Asphalt Extraction & Gradation ..... \$150.00/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
- 5. Coring Machine plus Generator Rental..... \$250.00/test

**V. INSPECTION SERVICES**

- 1. Concrete Inspection (on job-site or plant) ..... \$50.00/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**

- 1. Auger Borings..... \$8.50/LF
- 2. Hand Augers ..... \$100.00/hr
- 3. Standard Penetration Tests - Truck Rig (0' - 50')..... \$12.00/LF  
(51' - 100')..... \$13.00/LF
- 4. Grout bore holes - 0' - 50'..... \$4.50/LF  
51' - 100' ..... \$5.50/LF
- 5. Casing 0' - 50'..... \$6.00/LF  
51' - 100' ..... \$8.00/LF
- 6. Static Cone Penetration Test (0' -100')..... \$10.00/LF
- 7. Muck Probing (4 hr min.) ..... \$95.00/hr
- 8. Mobilization of drilling equipment to project (Min. Charge):
  - A. 50 mile travel ..... \$300.00/trip
  - B. 100 mile travel ..... \$400.00/trip
- 9. Foundation Analysis and Recommendation ..... Staff \$/hours
- 10. Percolation test..... \$275.00/test

**VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA**

- For testing (all tests)..... \$85.00/trip

**VIII. OVERTIME..... 15 % of**

basic rate

**IX. 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

Fee Schedule PBC 2007

# State of Florida

## Board of Professional Engineers



*Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.*

AUDIT NO.: 0709- 000209

CERTIFICATE OF AUTHORIZATION NUMBER: 6486

EXPIRATION: 28-FEB-09

DISPLAY AS REQUIRED BY LAW

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# State of Florida

Board of Professional Engineers



*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*

Expiration: 28-FEB-09

AUDIT NO.: 0709 006296

P.E. Number: 53567

PRINTED IN FLORIDA BY I AM

**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:

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(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 by Raj Krishnasamy, as  
(Name of Individual)  
Vice President, of 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.

  
\_\_\_\_\_  
(Signature)

3/26/07  
\_\_\_\_\_  
(Date)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/10/2007

PRODUCER Phone: 727-461-6044 Fax: 727-442-7695  
Brown & Brown Insurance - Clearwater  
P.O. Box 2456  
Suite 660  
Clearwater FL 33757-2456

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

INSURED  
Tierra, Inc.  
7805 Professional Place Ste A  
Tampa FL 33637

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Valley Forge Insurance Compan	20508
INSURER C: American Int'l Spec Lines Ins	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 LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TCP2066376057	5/1/2007	5/1/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> JEOT <input type="checkbox"/> LOG				
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	C2066376091	5/1/2007	5/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ Agg \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	TBD	5/1/2007	5/1/2008	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC2066376172	5/1/2007	5/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Locations for insured include: 2736 Rowland Road, Raleigh NC, 27615; 7805 Professional Place Suite A, Tampa FL, 33637; 2765 Vista Parkway Suite 10, West Palm Beach FL 33411.  
Certificate holder is additional insured per the terms of the Liability policy with respect to Bodily Injury and Property Damage arising from the work performed by the named insured, coverage is primary & non contributory where required by written contract per form G17957G(01/01) attached.  
\*For All Projects With Palm Beach County\*  
Continued...

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 <i>Kevin J. Campbell</i>

### **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.

**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.





- b. 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 Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) 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 loss 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.
  - 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
    - 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.
  - 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.

Client#: 10161

TIERINC3

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 05/10/07
<b>PRODUCER</b> Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Tierra Inc 7805 Professional Place Suite A Tampa, FL 33637	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>XL Specialty Insurance Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS -COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
<b>A</b>	<b>OTHER Professional Liability</b>	DPR9606354	05/01/07	05/01/08	\$1,000,000 per claim \$2,000,000 anni aggr.								

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Professional Liability is claims made and reported.  
 RE: Annual Testing Lab Services; Retroactive Date: 07-01-92

<b>CERTIFICATE HOLDER</b> Palm Beach County Capital Improvements Division 2300 N Jog Rd. West Palm Beach, FL 33411	<b>ADDITIONAL INSURED; INSURER LETTER:</b>  <b>CANCELLATION</b> 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 
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