

Agenda Item #: 3-C-5

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 16, 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:

Firm Name	Original Agreement Date	Resolution No.
Nodarse & Associates, Inc.	October 18, 2005	R2005-1959
Nutting Engineers of Florida, Inc.	October 18, 2005	R2005-1960
Testing Lab of the Palm Beaches	October 18, 2005	R2005-1961

Summary: These Agreements are being considered for renewal for required professional services, on a task order basis.

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: [Signature] Director Date 9/10/07

Approved By: [Signature] County Engineer Date 9/17/07

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-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
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### B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Departmental Fiscal Review: R. D Ward 9/10/07

## III. REVIEW COMMENTS

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

<p><u>Jim Orl 9/20/07</u> OFMB</p> <p><i>(Signature)</i> 9/20/07 CN 9/19/11</p>	<p><u>Jim J. Jacoby 9/21/07</u> Contract Administration</p> <p><i>(Signature)</i> Ex 208 9/21/07</p>
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### B. Legal Sufficiency:

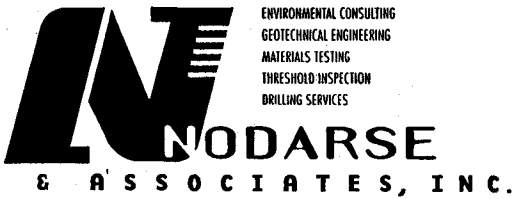
**This item complies with current County policies.**

Paul F. [Signature] 9/24/07  
Assistant County Attorney

### C. Other Department Review:

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

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



September 4, 2007

Palm Beach County Roadway Production  
2300 N. Jog Road, 3<sup>rd</sup> Floor – West Wing  
West Palm Beach, Florida 33411  
Attn: David Young, P.E., Special Projects Manager

**RE: RENEWAL OF TESTING LAB SERVICES ANNUAL AGREEMENT (R2005-1959)  
DATED OCTOBER 18, 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 October 18, 2007 through October 17, 2008.

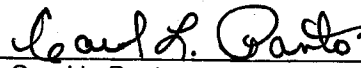
We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

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

Sincerely,

Nodarse & Associates

  
\_\_\_\_\_  
Fouad S. Masri, P.E., Sr. Vice President

Attest:   
\_\_\_\_\_  
Carol L. Panto

September 4, 2007

September 4, 2007  
DATE

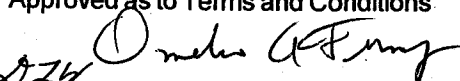
Accepted by:  
Palm Beach County Board of Commissioners

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

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

Attest:  
Sharon R. Bock, Clerk and Comptroller

BY: \_\_\_\_\_  
Deputy Clerk

Approved as to Terms and Conditions  


**NODARSE & ASSOCIATES, INC.**  
**EXHIBIT "B"**

**SCHEDULE OF FEES AND SERVICES**  
**FY 2006/2007**

**NOTE:** It is the intent of the contract to include all labor, materials, transportation, set-up, fuel, equipment, and other items necessary to complete the items of work listed below. All work 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).....	\$ 21.00/Test
2. Proctors.....	\$ 80.00/Test
3. Florida Bearing Value .....	\$ 27.50/Test
4. Limerock Bearing Ratio Test.....	\$215.00/Test
5. Atterberg Limit.....	\$ 75.00/Test
6. Carbonate Content Test.....	\$ 65.00/Test
7. Organic Content Test.....	\$ 40.00/Test
8. D.O.T. Corrosivity.....	\$160.00/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)....	\$ 32.00/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.....	\$ 15.00/Cyl.
3. Concrete Compression test only (delivered to lab).....	\$ 13.00/Cyl.
4. Slump Test.....	\$ 10.50/Test
5. Air Content Test.....	\$ 16.00/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.....	\$ 75.00/Set
9. Additional Mortar Cubes.....	\$ 11.00/Each
10. Masonry Units	
A. Compressive Strength.....	\$ 52.50/Unit
B. Absorption.....	\$ 26.50/Unit
11. Concrete Cores (Min. 3)	
- Secure, trim & test.....	\$ 85.00/Core
- Testing of core (delivered to lab (Incl. Trim).....	\$ 37.00/Core
12. Swiss Hammer Testing.....	\$ 37.00/Hr.

**NODARSE & ASSOCIATES, INC.**  
**EXHIBIT "B"**

**SCHEDULE OF FEES AND SERVICES**  
**FY 2006/2007**

13. Windsor Probe Test (3 shots).....	\$160.00/Test
14. Additional Windsor Probe Tests.....	\$105.00/Test

**III. AGGREGATE TESTING**

1. Grain size determination:	
A. Full grain size (8 sieves).....	\$ 65.00/Test
B. Wash through (#200).....	\$ 32.00/Test
2. Sieve Analysis – Coarse Aggregate.....	\$ 90.00/Test
3. Specific Gravity & Absorption of Fine or Coarse Aggregate...	\$ 52.50/Test

**IV. ASPHALT TESTING**

1. Asphalt Cores (obtaining core samples).....	\$ 52.50/Each
2. Asphalt Extraction & Gradation.....	\$105.00/Test
3. Asphalt Density and Thickness.....	\$ 21.00/Test
4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows).....	\$105.00/Test

**V. INSPECTION SERVICES**

1. Concrete Inspection (on job-site or plant).....	\$ 40.00/Hr.
2. Pile Driving Inspection.....	\$ 55.00/Hr.
3. Pre-Stress Yard Inspection.....	\$ 60.00/Hr.
4. Steel Inspection.....	\$ 55.00/Hr.
5. Threshold Inspection.....	\$ 55.00/Hr.

**VI. FIELD EXPLORATIONS**

1. Auger Borings.....	\$ 8.00/LF
2. Hand Augers.....	\$ 8.50/LF
3. Standard Penetration Tests – Truck Rig (0-50').....	\$ 10.50/LF
(51'-100').....	\$ 12.00/LF
4. Grout bore holes -           0 – 50'.....	\$ 3.50/LF
51' – 100'.....	\$ 4.50/LF
5. Static Cone Penetration Test (0'-100').....	\$ 9.00/LF
6. Muck Probing (4 hr. min.).....	\$ 85.00/Hr.
7. Mobilization of drilling equipment to project (Min. Charge):	
A. 50 mile travel.....	\$250.00/Trip

**NODARSE & ASSOCIATES, INC.  
EXHIBIT "B"**

**SCHEDULE OF FEES AND SERVICES  
FY 2006/2007**

	B. 100 mile travel.....	\$400.00/Trip
	8. Foundation Analysis and Recommendation.....	Staff Hours
	9. Percolation Test.....	\$225.00/Test
<b>VII.</b>	<b><u>PREMIUM FOR TRAVEL COST TO BELLE GLADE AREA</u></b> For testing (All Tests).....	\$100.00/Trip
<b>VIII.</b>	<b>OVERTIME.....</b>	150% of basic rate
<b>IX.</b>	<b><u>ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.</u></b>	
<b>X.</b>	<b><u>ENGINEERING AND PROFESSIONAL SERVICES</u></b>	
	Senior Geotechnical Engineer, P.E.....	\$115.00/Hour
	Project Engineer, P.E.....	\$ 90.00/Hour
	Staff Engineer.....	\$ 75.00/Hour
	Senior Engineering Technician.....	\$ 55.00/Hour
	Engineering Technician.....	\$ 40.00/Hour
	CADD Technician.....	\$ 50.00/Hour

**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:

No interest, either direct or indirect which would or could conflict in any manner with the performance of services for the County.

---

(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.

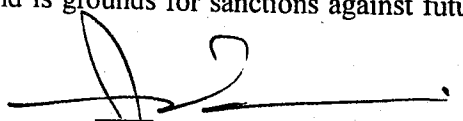
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

Sr. Vice President, of Nodarse & Associates, 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.

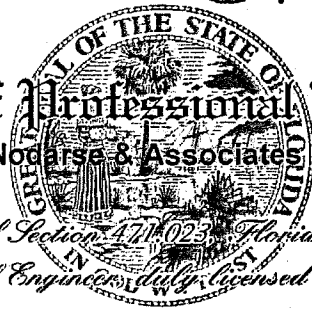
  
(Signature)

September 4, 2007  
(Date)

# State of Florida

## Board of Professional Engineers

Nodarse & Associates, Inc



*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- 002266

CERTIFICATE OF AUTHORIZATION NUMBER: 6174

EXPIRATION: 28-FEB-09

DISPLAY AS REQUIRED BY LAW



# 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: 52706

AUDIT NO.: 0709- 022271

DISPLAY AS REQUIRED BY LAW

*Florida Statewide*




*&  
Inter-Local Certification*

Florida Department of Management Services  
Office of Supplier Diversity

**Nodarse & Associates, Inc.**

**is certified as a Minority Business Enterprise**  
under the provisions of Chapter 287, Florida Statutes and Inter-Local Agreement,  
for a one year period from September 21, 2006 to September 21, 2007.

  
Director

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DG  
NODA001

DATE (MM/DD/YYYY)  
09/05/07

**PRODUCER**  
Huckleberry, Sibley & Harvey  
Insurance & Bonds, Inc.  
1020 N Orlando Ave, Suite 200  
Maitland FL 32751  
Phone: 407-647-1616

**INSURED**  
  
Nodarse & Associates, Inc.  
Darlene Bradley  
1675 Lee Road  
Winter Park FL 32789

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

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Amerisure Mutual Insurance Co  
INSURER B: Best Rating of Above-A IX  
INSURER C:  
INSURER D:  
INSURER E:

23396

**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	ADD'L INSR	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 checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2034958	02/01/07	02/01/08	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 Emp Ben. 1,000,000
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 <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blkt Loss Payee	CA2034956	02/01/07	02/01/08	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 EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CU203521001	02/01/07	02/01/08	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC203397902 BLANKET WAIVER OF SUB	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		Leased/Rented Cov	CPP2034957010000	02/01/07	02/01/08	Coverage \$100,000
A		Valuable Paper Cov	CPP2034957010000	02/01/07	02/01/08	Coverage \$200,000

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

Project: Testing Lab Services Annual Agreement on Task Order Basis, Palm Beach County, Florida, "For ALL Projects With Palm Beach County", Contract #05-05-00021. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, shall be included as Additional Insured with respects to General >>>

**CERTIFICATE HOLDER**

PALMBC1

Palm Beach County Roadway  
Production  
Attn: Mr. David Young, P.E.  
2300 N Jog Rd, 3rd Fl W/Wing  
West Palm Beach FL 33411

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

*B. C. Young*

**NOTEPAD:**

HOLDER CODE PALMBO1  
INSURED'S NAME Nodarse & Associates, Inc.

NODA001  
OP ID DG

PAGE 3  
DATE 09/05/07

Liability. \*10 days notice of cancellation for non-payment of premium applies.

### **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.


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID GS NODA001	DATE (MM/DD/YYYY) 09/07/07
<b>PRODUCER</b> Huckleberry, Sibley & Harvey Insurance & Bonds, Inc. 1020 N Orlando Ave, Suite 200 Maitland FL 32751 Phone: 407-647-1616		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>  Nodarse & Associates, Inc. Darlene Bradley 1675 Lee Road Winter Park FL 32789		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Steadfast Insurance Company	26387
		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 ADD'L	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional & <input checked="" type="checkbox"/> Pollution Policy GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PEC9045522-01  INCL BLKT WAIVER OF SUB. DED \$50,000	02/01/07	02/01/08	EACH OCCURRENCE \$ 200000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 200000 PRODUCTS - COM/POP 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 EA ACC \$ AUTO ONLY: AGG \$
		EXCESSUMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Project: Testing Lab Services Annual Agreement on Task Order Basis, Palm Beach County, Florida. Contract #05-05-00021. Retro date: 2/10/92  
 \*\*Revised\*\*

<b>CERTIFICATE HOLDER</b>  PALMBC1  Palm Beach County Roadway Production Attn: Mr. David Young, P.E. 2300 N Jog Rd, 3rd Fl-WestWing West Palm Beach FL 33411	<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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## **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.



Geotechnical & Construction Materials  
Engineering, Testing, & Inspection  
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

August 29, 2007

**VIA HAND DELIVERY**

Palm Beach County Roadway Production  
2300 N. Jog Road, 3<sup>rd</sup> Floor – West Wing  
West Palm Beach, Florida 33411  
Attn: David Young, P.E., Special Projects Manager

**RE: RENEWAL OF TESTING LAB SERVICES ANNUAL AGREEMENT (R2005-1960)  
DATED OCTOBER 18, 2005**

Dear Mr. Young:

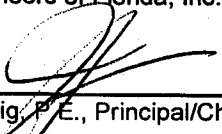
This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of October 18, 2007 through October 17, 2008.

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.

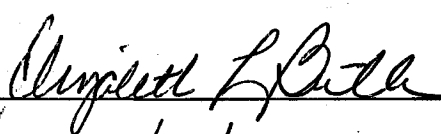
Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

Nutting Engineers of Florida, Inc.

  
\_\_\_\_\_  
James J. Flaig, P.E., Principal/Chief Engineer

August 29, 2007  
\_\_\_\_\_  
DATE

Attest:   
\_\_\_\_\_  
8/29/07  
DATE

CORPORATE  
SEAL

Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

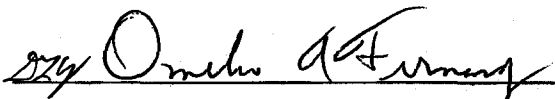
BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

BY: \_\_\_\_\_  
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

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

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



**NUTTING ENGINEERS OF FLORIDA, INC.**  
**SCHEDULE OF FEES AND SERVICES**  
 October 18, 2007 to October 17, 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. No changes have been made to the existing fee schedule for this contract.

**I. SOIL TESTING**

1.	Field Density Test - Three (3) minimum.....	\$20.00/test
2.	Proctors.....	\$75.00/test
3.	Florida Bearing Value Test.....	\$35.00/test
4.	Limerock Bearing Ration Test.....	\$175.00/test
5.	Atterburg Limit.....	\$50.00/test
6.	Carbonate Content Test.....	\$50.00/test
7.	Organic Content Test.....	\$50.00/test
8.	D.O.T. Corrosivity.....	\$175.00/test
9.	Soil Observation (On Site).....	\$40.00/hour
10.	Natural Sample Moisture Content.....	\$20.00/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.....	\$50.00/set
2.	Additional concrete cylinders.....	\$15.00/cylinder
3.	Concrete Compression Test Only (delivered to lab).....	\$15.00/cylinder
4.	Slump test.....	\$10.00/test
5.	Air Content Test.....	\$15.00/test
6.	Stand-by.....	\$35.00/hour
7.	Grout Prism - six (6) per set - includes preparation of Prism on site.....	\$50.00/set
8.	2" x 2" Mortar Cubes – six (6) per set - Includes preparation of cubes on site.....	\$50.00/set
9.	Additional Mortar Cubes.....	\$15.00/ea.
10.	Masonry Units A. Compressive Strength.....	\$50.00/unit
	B. Absorption.....	\$35.00/unit
11.	Concrete Cores (min. 3) - Secure, trim & test.....	\$75.00/core
	- Testing of core (delivered to lab, including rim).....	\$25.00/core
12.	Swiss Hammer Testing.....	\$40.00/hour
13.	Windsor Probe Test (min. 3 shots).....	\$75.00/test
14.	Additional Windsor Probe Tests.....	\$75.00/test

**III AGGREGATE TESTING**

1.	Grain size determination: A. Full grain size (8 sieves).....	\$40.00/test
	B. Wash through (#200).....	\$40.00/test
2.	Sieve analysis – Coarse Aggregate.....	\$40.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate.....	\$40.00 test



<b>IV.</b>	<b><u>ASPHALT TESTING</u></b>	
1.	Asphalt Cores (obtaining core samples).....	\$50.00/test
2.	Asphalt Extraction and Gradation.....	\$150.00/test
3.	Asphalt Density and Thickness.....	\$75.00/test
4.	Marshall Stability (including density, flow and stability of 3 specimens) 50 blows.....	\$200/test
<b>V.</b>	<b><u>INSPECTION SERVICES</u></b>	
1.	Concrete Inspection (on job-site or plant).....	\$50.00/hour
2.	Pile Driving Inspection.....	\$50.00/hour
3.	Pre-stress Yard Inspection.....	\$50.00/hour
4.	Steel Inspection.....	\$50.00/hour
5.	Threshold Inspection.....	\$50.00/hour
<b>VI.</b>	<b><u>FIELD EXPLORATIONS</u></b>	
1.	Auger Borings.....	\$9.00/LF
2.	Hand Augers.....	\$9.00/LF
3.	Standard Penetration Tests – Truck Rig (0' – 50').....	\$10.00/LF
	(51' – 100').....	\$12.00/LF
4.	Grout bore holes – 0' – 50'.....	\$2.00/LF
	51' – 100'.....	\$3.00/LF
5.	Static Cone Penetration Test 0' – 100'.....	\$10.00/LF
6.	Muck Probing (4 Hour Min.).....	\$40.00/hour
7.	Mobilization of drilling equipment fo project (Min. Charge):	
	1. 50 mile travel.....	\$100.00/trip
	2. 100 mile travel.....	\$150.00/trip
8.	Foundation Analysis and Recommendations.....	\$75.00/hour Staff
9.	Percolation test.....	\$325.00/test
<b>VII.</b>	<b>PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA</b>	
	For testing (all tests)	\$40.00/trip
<b>VIII.</b>	<b>OVERTIME</b>	33% of basic rate
<b>IX.</b>	<b>ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY</b>	
<b>X.</b>	<b>ENGINEERING AND PROFESSIONAL SERVICES</b>	
	Principal Engineer (if Needed/ at option of PBC).....	\$95.00/hour
	Senior Geotechnical Engineer.....	\$85.00/hour
	Engineer, P.E. ....	\$75.00/hour
	Staff Engineer .....	\$75.00/hour
	Senior Engineering Technician .....	\$50.00/hour
	Engineering Technician .....	\$40.00/hour
	Drafter/CADD Technician .....	\$40.00/hour

**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 Mr. James J. Flaig, P.E., as  
(Name of Individual)

Principal/Chief Engineer, of Nutting Engineers of Florida, 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) August 29, 2007  
(Date)

# State of Florida

Board of Professional Engineers  
Nutting Engineers Of Fla. Inc.

*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.*

**CERTIFICATE OF AUTHORIZATION NUMBER: 606**

**AUDIT NO.: 6709- (00) 1500**

**EXPIRATION: 28-FEB-09**

**DISPLAY AS REQUIRED BY LAW**

# State of Florida

## Board of Professional Engineers

Richard Chase Wohlfarth, PE

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

Expiration: 28-FEB-09

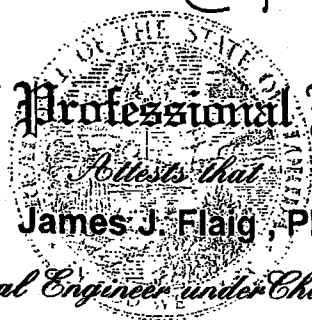
P.E. Number: 50858

AUDIT NO.: 0709- 018580

DISPLAY AS REQUIRED BY LAW

# State of Florida

## Board of Professional Engineers



James J. Flaig, PE

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

Expiration: 28-FEB-09

P.E. Number: 21083

AUDIT NO.: 0709- 007033

S. I. Number: 660

DISPLAY AS REQUIRED BY LAW

# State of Florida

## Board of Professional Engineers



Richard C. [unclear] PE

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

Expiration: 28-FEB-09

P.E. Number: 42603

AUDIT NO.: 0709- 0211.7

DISPLAY AS REQUIRED BY LAW

State of Florida  
Board of Professional Engineers



Mohammad Reza Raffaty Javidan , PE

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

Expiration: 28-FEB-09

P.E. Number: 60223

AUDIT NO.: 0709- 023397

DISPLAY AS REQUIRED BY LAW



# State of Florida



## Department of State

I certify from the records of this office that NUTTING ENGINEERS OF FLORIDA INC is a corporation organized under the laws of the State of Florida, filed on February 16, 1967.

The document number of this corporation is 313874.

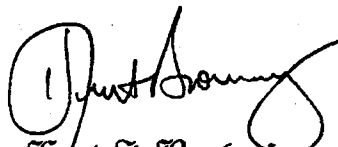
I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report/uniform business report was filed on February 1, 2007, and its status is active.

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

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
First day of February, 2007



CR2EO22 (01-07)

  
Kurt S. Brooking  
Secretary of State

Aug. 22. 2007\_ 2:44PM

No. 3215 P. 3

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2007

PRODUCER (561)776-9001 FAX (561)427-6730  
Collinsworth, Alter, Lambert, Inc.  
23 Eganfuskee Street  
Suite 102  
Jupiter, FL 33477

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 Nutting Engineers of Florida, Inc.  
Nutting Environmental of Florida, Inc.  
1310 Neptune Drive  
Boynton Beach, FL 33426

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Ins Co	
INSURER B: Amerisure Insurance 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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & CONTRACTUAL <input checked="" type="checkbox"/> BF PROP DAM INCL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL201671801	01/01/2007	01/01/2008	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 type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA1287958	01/01/2007	01/01/2008	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		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU2041720	01/01/2007	01/01/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2021705	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER Scheduled Equipment</b>	CPP1156421	01/01/2007	01/01/2008	\$490,500 \$2,500 Deductible

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 shall be named Additional Insured on the General Liability.  
 Project Name: "For All Projects with Palm Beach County"

## CERTIFICATE HOLDER

Palm Beach County  
Department of Engineering and Public Works  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

## 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

### **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.

Aug. 22, 2007- 2:43PM

No. 3215 P. 1

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2007

<b>PRODUCER</b> (561)776-9001 FAX (561)427-6730 Collinsworth, Alter, Lambert, Inc. 23 Eganfuskee Street Suite 102 Jupiter, FL 33477		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> Nutting Engineers of Florida, Inc. & Nutting Environmental of Florida, Inc. 1310 Neptune Drive Boynton Beach, FL 33426		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Underwriters at Lloyds, London INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

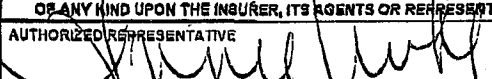
**COVERAGES**

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.

INSR ADD'L LTR INGRS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	07EBLY099621	05/12/2007	05/12/2008	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/POP 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  <input type="checkbox"/> 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 STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: For All Projects with Palm Beach County

Retro Date: 10/01/1987

<b>CERTIFICATE HOLDER</b>  Palm Beach County Department of Engineering and Public Works Post Office Box 21229 West Palm Beach, FL 33416-1229	<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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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### **IMPORTANT**

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### **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.

RECEIVED SEP 06 2007

# Testing Lab of the Palm Beaches, Inc.

GEOTECHNICAL\*ENVIRONMENTAL\*CONTRACT DRILLING\*CONSULTING ENGINEERING\*TESTING\*INSPECTIONS  
CA No. 663

September 6, 2007

**VIA HAND DELIVERY**

Palm Beach County Roadway Division  
2300 N. Jog Road, 3<sup>rd</sup> Floor - West Wing  
West Palm Beach, Florida 33411  
Attn: David Young, P.E., Special Projects Manager

**RE: RENEWAL OF TESTING LAB SERVICES ANNUAL AGREEMENT R 2005-1961 (R2005-1961)  
dated October 18, 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 October 18, 2007 through October 17, 2008.

We are in agreement that all the 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.

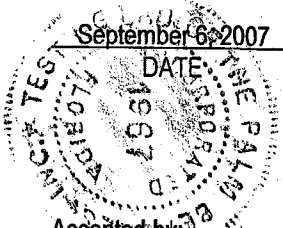
Sincerely,

Testing Lab of the Palm Beaches, Inc.

*Laurie A. Rogers*  
Laurie Rogers, Vice President

Attest: *Sharon R. Bock*

9/6/07  
DATE



CORPORATE  
SEAL

Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

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

BY: \_\_\_\_\_  
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

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

*Orlando A. Farney*

**Testing Lab of the Palm Beaches, Inc.**

**SCHEDULE OF FEES AND SERVICES**

October 18, 2007 to October 17, 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 (six [5] minimum) .....	\$ 22.00/test
2.	Proctors .....	\$ 90.00/test
3.	Florida Bearing Value Test (three [3] minimum).....	\$ 30.00/test
4.	Limerock Bearing Ratio Test .....	\$250.00/test
5.	Atterberg Limit .....	\$ 85.00/test
6.	Carbonate Content Test.....	\$ 60.00/test
7.	Organic Content Test .....	\$ 35.00/test
8.	D.O.T. Corrosivity .....	\$150.00/test
9.	Soil Observation (On Site)(Min. 4 hours).....	\$ 47.00/hour
10.	Natural Sample Moisture Content .....	\$ 10.00/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 .....	\$ 14.00/cyl.
3.	Concrete Compression test only [delivered to lab] .....	\$ 13.00/cyl.
4.	Slump test .....	\$ 10.00/test
5.	Air Content Test .....	\$ 18.00/test
6.	Stand-by.....	\$ 47.00/hour
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 .....	\$ 11.00/ea.
10.	Masonry Units A. Compressive Strength .....	\$ 55.00/unit
	B. Absorption .....	\$ 55.00/unit
11.	Concrete Cores (Min. 3 ); - Secure, trim & test.....	\$ 85.00/core
	- Testing of core [delivered to lab (Incl. Trim)] .....	\$ 30.00/core
12.	Swiss Hammer Testing (Min. 4 hours).....	\$ 50.00/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
	C. Sieve Analysis - Coarse Aggregate .....	\$ 85.00/test
2.	Specific Gravity & Absorption of Fine or Coarse Aggregate ....	\$ 80.00/test

**Testing Lab of the Palm Beaches, Inc.**

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**IV. ASPHALT TESTING**

1. Asphalt Cores (obtaining core samples) .....	\$ 50.00/ea.
2. Asphalt Extraction & Gradation .....	\$100.00/test
3. Asphalt Density and Thickness .....	\$ 25.00/test
4. Marshall Stability (Incl. density, flow and stability of 3 specimens) ( 50 blows) .....	\$100.00/test

**V. INSPECTION SERVICES**

1. Concrete Inspection (on job-site or plant) .....	\$ 50.00/hour
2. Pile Driving Inspection.....	\$ 55.00/hour
3. Pre-Stress Yard Inspection .....	\$ 65.00/hour
4. Steel Inspection.....	\$ 55.00/hour
5. Threshold Inspection .....	\$ 60.00/hour

**VI. FIELD EXPLORATIONS**

1. Auger Borings .....	\$ 9.00/LF
2. Hand Augers .....	\$ 9.00/LF
3. Standard Penetration Tests - Truck Rig (0' - 50') .....	\$ 11.00/LF
(51' - 100') .....	\$ 12.00/LF
4. Grout bore holes - 0' - 50' .....	\$ 3.00/LF
51' - 100' .....	\$ 4.00/LF
5. Static Cone Penetration Test (0' -100') .....	\$ 10.00/LF
6. Muck Probing (4 hr min.) .....	\$ 80.00/hour
7. Mobilization of drilling equipment to project (Min. Charge):	
1. 0 - 50 mile round trip.....	\$250.00/trip
2. 51 - 100 mile round trip.....	\$400.00/trip
8. Foundation Analysis and Recommendation .....	Quote
9. Percolation test .....	\$225.00/test

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

For testing (all tests) .....	\$125.00/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.**

**X. ENGINEERING AND PROFESSIONAL SERVICES**

Principal Engineer (If Needed/At Option of PBC) .....	\$140.00/hour
Senior Geotechnical Engineer .....	\$110.00/hour
Engineer, P.E. ....	\$ 85.00/hour
Staff Engineer / Project Manager .....	\$ 75.00/hour
Senior Engineering Technician .....	\$ 55.00/hour
Engineering Technician .....	\$ 50.00/hour
Drafter / CADD .....	\$ 50.00/hour





**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:

Laurie Rogers holds an appointment to the Small Business Advisory Committee to Palm Beach  
County Board of County Commissioners

(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 Ms. Laurie Rogers, as  
(Name of Individual)  
Vice President, of Testing Lab of the Palm Beaches, 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.

Laurie Rogers 9/6/07  
(Signature) (Date)



# State of Florida

Board of Professional Engineers

Testing Lab Of The Palm Beaches Inc.



*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- 001565

CERTIFICATE OF AUTHORIZATION NUMBER: 663

EXPIRATION: 28-FEB-09

DISPLAY AS REQUIRED BY LAW

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

6/14/2007

<b>PRODUCER</b> 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.	
<b>INSURED</b> TESTING LAB OF THE PALM BEACHES, INC. P.O. BOX 211 LAKE WORTH, FL 33460		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: AUTO-OWNERS INS. CO.	
		INSURER B: SOUTHERN-OWNERS INS. CO.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

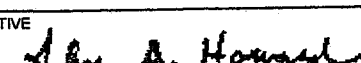
## COVERAGES

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	014612 20603549	06-23-07	06-23-08	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	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42-902-129-00	06-23-07	06-23-08	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$	42-917-571-00	06-23-07	06-23-08	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROJECT: TESTING LAB SERVICES - ANNUAL AGREEMENT-FOR ALL PROJECTS WITH PALM BEACH COUNTY. 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 POLICIES.

<b>CERTIFICATE HOLDER</b>  PALM BEACH COUNTY DEPT. OF ENGINEERING ATTN: DAVE YOUNG P.O. BOX 21229 WEST PALM BEACH, FL. 33416-1229 FAX 561 684-4166	<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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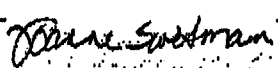
<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 09/07/07
PRODUCER <b>Psychex Agency, Inc.</b> 150 Sawgrass Dr Rochester, NY 14620	1-800-472-0072	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>		
INSURER A: <b>AMERICAN HOME ASSURANCE COMPANY</b>		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURED <b>Psychex Business Solutions, Inc.</b> <b>TESTING LAB OF THE PALM BEACHES, INC</b>  911 Panorama Trail South Rochester, NY 14625 877-266-6850		

**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.

INBR 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"/> PROJ. <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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>DAMAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	1101953	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOSE EMPLOYEES LEASED TO, BUT NOT SUBCONTRACTORS OF THE NAMED INSURED

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER: _____	<b>CANCELLATION</b>
<b>PALM BEACH COUNTY ROADWAY DIVISION</b> <b>MR. DAVID YOUNG</b> <b>2300 NORTH JOG ROAD 3RD FLOOR-WEST WING</b> <b>WEST PALM BEACH, FL 33411</b>  USA		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 



**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.