

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 1, 2009 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of the Testing Lab Services Annual Agreements with Dunkelberger Engineering & Testing, Inc., whose original Agreement was dated October 21, 2008, R2008-1828; Nodarse & Associates, Inc., whose original Agreement was dated October 21, 2008, R2008-1829 and Testing Lab of the Palm Beaches, Inc., whose original Agreement was dated November 18, 2008, R2008-2034.

SUMMARY: Approval of these Renewal Agreements will extend required professional services for one year, on a task order basis.

Countywide (PK)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, the above listed consulting firms were selected to perform professional services relative to Palm Beach County (County) needs, and are presently under agreement with the County on an annual contractual basis. This is the first renewal of these firms' Agreements. It is the consensus of the 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 year.

These Renewal Agreements have been reviewed with the above listed consulting firms, and staff recommends the first renewal of the Annual Agreements. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

- 1. Renewal Agreements with Exhibits and Certificate of Insurance (2)

Recommended By: *[Signature]* Director Date 7/28/09 *[Signature]*

Approved By: *[Signature]* County Engineer Date 8/4/09

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
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	<i>K</i>	-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: *Atwill*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Fiscal impact is indeterminable at this time, work will be performed on a task order basis.

[Signature] 8/12/09
 OFMB
 8-6-09
 CN 8/5/09

[Signature] 8/13/09
 Contract Administration
 8/13/09

This item complies with current County policies.

B. Legal Sufficiency:

Paul F. [Signature] 8/14/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

DUNKELBERGER
engineering & testing, inc.
www.dunkelberger-engineering.com

- Fort Lauderdale
- Lakeland
- Port Saint Lucie
- Sarasota
- West Palm Beach

June 25, 2009

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

**RE: RENEWAL AGREEMENT FOR TESTING LAB ANNUAL AGREEMENT
DATED OCTOBER 21, 2008 (R2008-1828)**

Dear Sir:

This Renewal Agreement 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 21, 2009 through October 20, 2010.

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 Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,
Dunkelberger Engineering & Testing, Inc.

Kevin E. Aubry, P.E., Principal/Project Manager

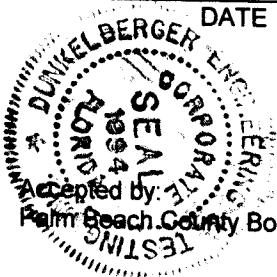
6-25-09

DATE

Attest:

6/25/09

DATE



CORPORATE SEAL

Accepted by: Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

F:\ROADWAY\CCNA\Annuals\TESTING\Dunkelberger\2009\Renewal Intent.doc

Dunkelberger
Rates OK,
2/24

SCHEDULE OF FEES AND SERVICES
 FY2009/2010

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.....	\$	275.00/test
5.	Atterberg Limit	\$	75.00/test
6.	Carbonate Content Test.....	\$	75.00/test
7.	Organic Content Test	\$	50.00/test
8.	D.O.T. Corrosivity	\$	150.00/test
9.	Soil Observation (On Site).....	\$	45.00/hr
10.	Natural Sample Moisture Content	\$	10.00/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.....	\$	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/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.....	\$	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	\$	45.00/hour
13.	Windsor Probe Test (Min. 3 shots).....	\$	160.00/test
14.	Additional Windsor Probe Tests	\$	100.00/test

III. AGGREGATE TESTING

1.	Grain size determination:		
	A. Full grain size (8 sieves).....	\$	65.00/test
	B. Wash through (#200).....	\$	45.00/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	\$	75.00/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/trip

V. INSPECTION SERVICES

1.	Concrete Inspection (on job-site or plant)	\$	45.00/hour
2.	Pile Driving Inspection	\$	65.00/hour
3.	Pre-Stress Yard Inspection	\$	65.00/hour
4.	Steel Inspection	\$	65.00/hour
5.	Threshold Inspection	\$	65.00/hour

VI. FIELD EXPLORATIONS

1.	Auger Borings	\$	9.00/LF
2.	Hand Augers	\$	9.00/LF
3.	Standard Penetration Tests - Truck Rig	\$	12.00/LF
	(0' - 50')	\$	13.00/LF
	(51' - 100')	\$	4.00/LF
4.	Grout bore holes -	\$	5.00/LF
	(0' - 50')	\$	5.50/LF
	(51' - 100')	\$	8.00/LF
5.	Casing -	\$	10.00/LF
	(0' - 50')	\$	90.00/hour
	(51' - 100')	\$	
6.	Static Cone Penetration Test (0' -100')	\$	
7.	Muck Probing (4 hr min.)	\$	
8.	Mobilization of drilling equipment to project (Min. Charge):		
	1. 50 mile travel	\$	300.00/trip
	2. 100 mile travel	\$	400.00/trip
9.	Foundation Analysis and Recommendation	Staff Hours	
10.	Percolation test	\$	350.00/test

VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA

For testing (all tests)	\$	75.00/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)	\$	145.00/hour
Senior Geotechnical Engineer	\$	120.00/hour
Engineer, P.E.	\$	90.00/hour
Staff Engineer	\$	75.00/hour
Senior Engineering Technician	\$	65.00/hour
Engineering Technician	\$	45.00/hour
Drafter / CADD	\$	50.00/hour

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis
CONSULTANT: Dunkelberger Engineering & Testing, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

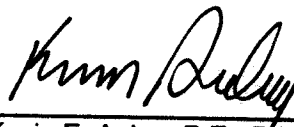
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



Kevin E. Aubry, P.E., Principal/Project Manager

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis

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

(Attach additional sheets as needed.)

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

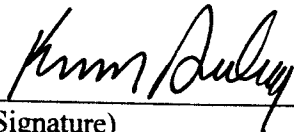
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by Kevin E. Aubrey, P.E., as
(Name of Individual)

Principal / Project Manager, 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.

 6-25-09
(Signature) (Date)

ACORD - CERTIFICATE OF LIABILITY INSURANCE REVISED DATE (MM/DD/YYYY) **9/19/2008**

PRODUCER Commercial Ins. Specialists, Inc. P.O. Box 17738 Tampa, FL. 33682 813-949-0481		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED DONKELBERGER ENGINEERING & TESTING, INC. 607 N.W. COMMODITY COVE PORT ST. LUCIE, FL. 34986		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: HOUSTON CASUALTY CO.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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"/> PRO. ACCT. <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/SELF/OLIVE OFFICER/MEMBER EXCLUDED? If yes, describe in under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATE-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER PROF. LIAB A INCLUDING POLLUTION LIAB.	H70814955	09-10-08	09-10-09	EACH CLAIM: \$ 2,000,000 AGGREGATE : \$ 4,000,000

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

CLAIMS MADE POLICY

RETROACTIVE DATE: 09-04-04 DED: \$ 150,000
 "RETRO COVERAGE APPLIES. RETRO COVERAGE IS EXTENDED TO INCLUDE THE EFFECTIVE DATE OF THE CONTRACT."

CERTIFICATE HOLDER

PALM BEACH COUNTY
 c/o DEPARTMENT OF ENGINEERING & PUBLIC WORKS
 2300 N. JOG RD., 3RD FLOOR
 WEST PALM BEACH, FL. 33411-2745
 FAX 561 694-4166

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. Howard

ACORD CORPORATION 1988

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2009


ISSUING 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. 607 N.W. COMMODITY COVE PORT ST. LUCIE, FL 34986 561- 689-4299 (w. Palm)	INSURERS AFFORDING COVERAGE INSURER A: AUTO-OWNERS INS. CO. INSURER B: F.C.C.I. INS. CO. INSURER C: INSURER D: INSURER E:
	NAIC#

COVERAGES

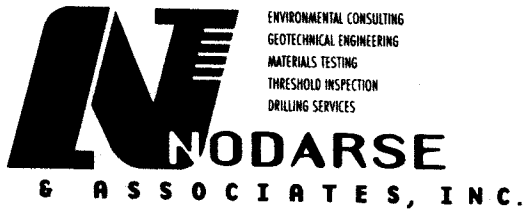
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

FORM NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	964612 20528130	04-20-09	04-20-10	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	95-408-349-00	04-20-09	04-20-10	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	95-408-349-01	04-20-09	04-20-10	EACH OCCURRENCE \$ 4,000,000
	DEDUCTIBLE RETENTION \$				AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/DISCUITIVE OFFICER/OWNER EXCLUDED If yes, describe under SPECIAL PROVISIONS below	001-WC09A-30634	04-20-09	04-20-10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	OTHER				E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
"FOR ALL PROJECTS WITH PALM BEACH COUNTY"					

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 <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 
---	---

RECEIVED JUL 06 2009



June 25, 2009

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

RE: RENEWAL AGREEMENT FOR TESTING LAB ANNUAL AGREEMENT
DATED OCTOBER 21, 2008 (R2008-1829)

Dear Sir:

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

Sincerely,

Nodarse & Associates, Inc.

[Signature]
Fouad S. Masri, P.E., Vice President
South Florida Regional Manager

Attest: *Carol L. Banto*

July 1, 2009

DATE

July 1, 2009

DATE

C O

Accepted by:
Palm Beach County Board of Com

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

Sharon R. Bock

Nodarse

Rates OK,
2/29

SCHEDULE OF FEES AND SERVICES
FY2008/2009

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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)	\$ 55.00/each
	(no traffic control needed)	
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
5.	Coring Machine plus Generator Rental.....	\$200.00/trip

V. INSPECTION SERVICES

1.	Concrete Inspection (on job-site or plant)	\$ 55.00/hour
2.	Pile Driving Inspection.....	\$ 60.00/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	\$ 10.00/LF
2.	Hand Augers	\$ 10.00/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50')	\$ 14.00/LF
	(51' - 100')	\$ 16.00/LF
4.	Grout bore holes - 0' - 50'	\$ 5.00/LF
	51' - 100'	\$ 6.00/LF
5.	Casing - 0' - 50'	\$ 6.00/LF
	51' - 100'	\$ 9.00/LF
6.	Static Cone Penetration Test (0' -100')	\$ 12.00/LF
7.	Muck Probing (4 hr min.)	\$ 85.00/hour
8.	Mobilization of drilling equipment to project (Min. Charge): (truck mounted rig, others to be negotiated)	
	1. 50 mile travel	\$300.00/trip
	2. 100 mile travel	\$400.00/trip
9.	Foundation Analysis and Recommendation	Staff Hours
10.	Percolation test	\$300.00/test

VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA

For testing (all tests)	\$100.00/trip
-------------------------------	---------------

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)	\$160.00/hour
Senior Geotechnical Engineer	\$140.00/hour
Engineer, P.E.	\$115.00/hour
Staff Engineer	\$ 85.00/hour
Senior Engineering Technician	\$ 65.00/hour
Engineering Technician	\$ 50.00/hour
Drafter / CADD	\$ 60.00/hour

CERTIFICATION STATEMENT

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis

CONSULTANT: Nodarse & Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

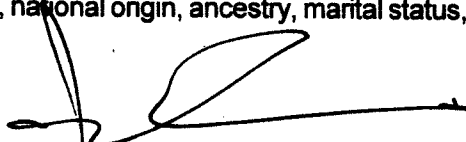
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



Fouad S. Masri, P.E., Vice President/
South Florida Regional Manager

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis

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

(Attach additional sheets as needed.)

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

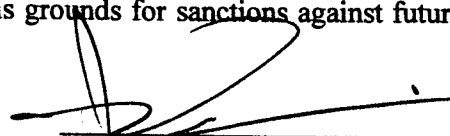
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by Fouad S. Masri, P.E., as
(Name of Individual)

Vice President/So. Fla. Regional Manager, 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) 6/30/09
(Date)

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID GS NODA001	DATE (MM/DD/YYYY) 02/25/09
PRODUCER 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.	
INSURED Nodarse & Associates, Inc. Darlene Bradley 1675 Lee Road Winter Park FL 32789		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Continental Casualty Company	20443
		INSURER B: AM Best Rating AXV	
		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.

INSUR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional & Pollution GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ECH288299540 FULL PRIOR ACTS COVERAGE DED \$100,000	02/01/09	02/01/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 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				<input type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER 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

Project: Testing Lab Services Annual Agreement on Task Order Basis, Palm Beach County, Florida. Resolution No. R2008-1829.

CERTIFICATE HOLDER PALMBC1 Palm Beach County Roadway Production Attn: Ms Jay Dean 2300 N Jog Rd, 3rd Fl-WestWing 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 *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.

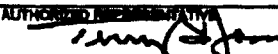
ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID 05 NODA001	DATE (MM/DD/YYYY) 02/25/09
PRODUCER Huckleberry, Sibley & Harvey Insurance & Bonds, Inc. 1020 N Orlando Ave, Suite 200 Maitland FL 32751 Phone: 407-647-1616		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Nodarse & Associates, Inc. Darlene Bradley 1675 Lee Road Winter Park FL 32789		INSURERS AFFORDING COVERAGE	NAC #
		INSURER A: <i>Amalgamated Mutual Insurance Co</i>	23396
		INSURER B: Best Rating of A X	
		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.

FORM NO./LTR	INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL2034958	02/01/09	02/01/10	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 Exp Ben. 1,000,000
A	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 <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blkt Loss Payee	CA2034956	02/01/09	02/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CU203521005	02/01/09	02/01/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC203397905 BLANKET WAIVER OF SUB	01/01/09	01/01/10	<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	Leased/Rented Cov	CPP2034957	02/01/09	02/01/10	Coverage \$100,000
A	Valuable Paper Cov	CPP2034957	02/01/09	02/01/10	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", Resolution #R2008-1829. 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: Ms Jay Dean 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 
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IMPORTANT

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02/25/09 10:13 FAX 4076221723

HSR

003

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

Testing Lab of the Palm Beaches, Inc.

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

July 2, 2009

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

**RE: RENEWAL AGREEMENT FOR TESTING LAB ANNUAL AGREEMENT
DATED NOVEMBER 18, 2008 (R2008-2034)**

Dear Sir:

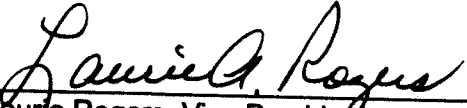
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of November 18, 2009 through November 17, 2010.

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 Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Testing Lab of the Palm Beaches, Inc.


Laurie Rogers, Vice President

July 15, 2009
DATE

Attest: 

July 15, 2009
DATE

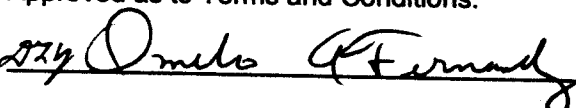
Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:


E:\ROADWAY\CCNA\Annuals\TESTING\TestingLabPB\2009\Renewal_Intent.doc

PROFESSIONAL ENGINEERING SERVICES THROUGHOUT SOUTH FLORIDA SINCE 1961

421 So. "H" Street • Lake Worth, Florida 33460-4436 • Phone (561) 585-7515 • Fax (561) 585-7622

Testing Lab of the Palm Beaches, Inc.

SCHEDULE OF FEES AND SERVICES
FY2009/2010

Rates OK.
8/24

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)	\$ 23.00/test
2.	Proctors	\$ 90.00/test
3.	Florida Bearing Value Test	\$ 40.00/test
4.	Limerock Bearing Ratio Test	\$275.00/test
5.	Atterberg Limit	\$ 85.00/test
6.	Carbonate Content Test	\$ 70.00/test
7.	Organic Content Test	\$ 40.00/test
8.	D.O.T. Corrosivity	\$175.00/test
9.	Soil Observation (On Site)	\$ 55.00/hr.
10.	Natural Sample Moisture Content	\$ 15.00/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	\$ 80.00/set
2.	Additional Concrete cylinders	\$ 15.00/cyl.
3.	Concrete Compression test only [delivered to lab]	\$ 15.00/cyl.
4.	Slump test	\$ 12.00/test
5.	Air Content Test	\$ 18.00/test
6.	Stand-by.....	\$ 50.00/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$ 80.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$ 80.00/set
9.	Additional Mortar cubes	\$ 15.00/ea.
10.	Masonry Units A. Compressive Strength	\$ 65.00/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)]	\$ 45.00/core
12.	Swiss Hammer Testing	\$ 55.00/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)	\$ 65.00/test
	B. Wash through (#200)	\$ 45.00/test
2.	Sieve Analysis - Coarse Aggregate	\$ 85.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$ 80.00/test

IV. ASPHALT TESTING

1.	Asphalt Cores (obtaining core samples)	\$ 50.00/ea.
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3.	Asphalt Density and Thickness	\$ 30.00/test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$125.00/test
5.	Coring Machine plus Generator Rental.....	\$225.00/trip

V. INSPECTION SERVICES

1.	Concrete Inspection (on job-site or plant)	\$ 55.00/hr.
2.	Pile Driving Inspection.....	\$ 60.00/hr.
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4.	Steel Inspection	\$ 65.00/hr.
5.	Threshold Inspection	\$ 70.00/hr.

VI. FIELD EXPLORATIONS

1.	Auger Borings	\$ 9.00/LF
2.	Hand Augers	\$ 10.00/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50')	\$ 12.00/LF
	(51' - 100')	\$ 14.00/LF
4.	Grout bore holes - 0' - 50'	\$ 5.00/LF
	51' - 100'	\$ 6.00/LF
5.	Casing - 0' - 50'	\$ 5.00/LF
	51' - 100'	\$ 8.00/LF
5.	Static Cone Penetration Test (0' - 100')	\$ 10.00/LF
6.	Muck Probing (4 hr min.)	\$ 95.00/hr.
7.	Mobilization of drilling equipment to project (Min. Charge):	
	1. 0 - 50 mile round trip.....	\$300.00/trip
	2. 51 - 100 mile round trip.....	\$450.00/trip
8.	Foundation Analysis and Recommendation	Staff Hours
9.	Percolation test	\$275.00/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)	\$150.00/hr.
Senior Geotechnical Engineer	\$125.00/hr.
Engineer, P.E.	\$110.00/hr.
Staff Engineer / Project Manager	\$ 85.00/hr.
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Engineering Technician	\$ 55.00/hr.
Drafter / CADD	\$ 60.00/hr.

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis
CONSULTANT: Testing Lab of the Palm Beaches, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



John Adair, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis

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

(Attach additional sheets as needed.)

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

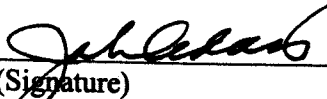
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by John Adair, P.E., as
(Name of Individual)

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.

 7.15.09
(Signature) (Date)

E:\ROADWAY\CCNA\Annuals\TESTING\TestingLabPB\2009\Disclosure Doc.doc

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2009

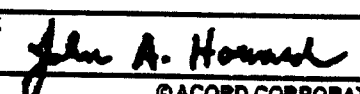
PRODUCER COMMERCIAL INS SPECIALISTS INC POB 17738 Tampa, FL 33682 (813) 949-0481		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED TESTING LAB OF THE PALM BEACHES, INC. 421 S. "H" STREET LAKE WORTH, FL 33460		INSURERS AFFORDING COVERAGE INSURER A: HOUSTON CASUALTY CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

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.

NEW ADD'L LTR REWRP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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"/> PRO-JECT <input type="checkbox"/> LOG				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP* (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/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/DISCU-TIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				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 \$
A	OTHER INCL. POLLUTION LIAB.	HC081046903	10-25-08	10-25-09	EACH CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: TESTING LAB SERVICES ON AN ANNUAL BASIS
 ANNUAL AGREEMENT R2008-2034 DATED NOVEMBER 18, 2008

RETROACTIVE DATE: 10-25-94
 DEDUCTIBLE: \$ 25,000

CERTIFICATE HOLDER PALM BEACH COUNTY ROADWAY PRODUCTION ATTN: DAVID YOUNG, P.E. 2300 N. JOG ROAD 3RD FLOOR, WEST 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 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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ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2009

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

INSURED
TESTING LAB OF THE PALM
BEACHES, INC.
P.O. BOX 211
LAKE WORTH, FL 33460

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

INSURER A: **AUTO-OWNERS INS. CO.**

INSURER B: **SOUTHERN-OWNERS INS. CO.**

INSURER C:

INSURER D:

INSURER E:

NAIC#

FAKED

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	APPL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	X	GENERAL LIABILITY	014612 20603549	06-23-09	06-23-10	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER-ACC <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Per 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		AUTOMOBILE LIABILITY	42-902-129-00	06-23-09	06-23-10	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
		<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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
A		EXCESS UMBRELLA LIABILITY	42-917-571-00	06-23-09	06-23-10	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/DIRECTIVE OFFICER/EMBER EXCLUDED?				OTH-ER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

RE: 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 SHALL BE NAMED AS "ADDITIONAL INSURED" AS TO GENERAL LIABILITY

CERTIFICATE HOLDER

PALM BEACH COUNTY
ROADWAY PRODUCTION
ATTN: DAVID YOUNG, P.E.
2300 N. JOG ROAD
3RD FLOOR, WEST 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 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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 07/29/09
PRODUCER Psychex Agency, Inc. 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.
INSURERS AFFORDING COVERAGE		
INSURED Psychex Business Solutions, Inc. TESTING LAB OF THE PALM BEACHES, INC		
911 Panorama Trail South Rochester, NY 14625 877-266-6850		
INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY		
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
	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"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIXED 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 - FA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE: RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	25890435	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	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

CERTIFICATE HOLDER PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS MR DAVE YOUNG P.O. BOX 21229 WEST PALM BEACH, FL 33416	ADDITIONAL INSURED; INSURER LETTER:	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 AGENT'S OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Diane Switzer</i>
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