

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 Ardaman & Associates, Inc., whose original Agreement was dated September 9, 2008, R2008-1425; Radise International, LC, whose original Agreement was dated September 23, 2008, R2008-1602 and Tierra, Inc., whose original Agreement was dated September 9, 2008, R2008-1417.

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: Ornelis A. Fernandez Director Date: 7/28/09

Approved By: S. J. Wehl 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	X	-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: atwillhite

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.

Paul F. Sluder
 nd
 8-6-09 OFMB  CN
 8/5/09

Jan J. Jacobson
 Contract Administration 8/13/09

This item complies with current County policies.

B. Legal Sufficiency:

Paul F. Sluder 8/14/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

July 8, 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 SEPTEMBER 9, 2008 (R2008-1425)**

Dear Sir:

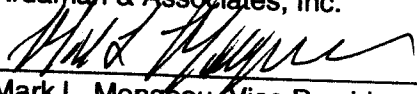
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of September 9, 2009 through September 8, 2010.

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.

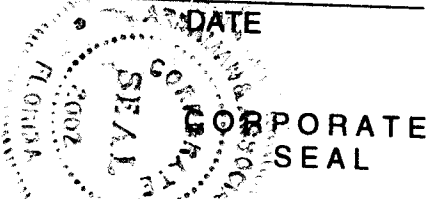
Sincerely,

Ardaman & Associates, Inc.



Mark L. Mongeau, Vice President

July 9, 2009

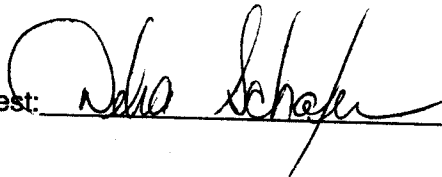


Accepted by:
Palm Beach County Board of Commissioners

BY: _____
John F. Koons, Chairman

Approved As To Form & Legal Sufficiency:

Attest:



July 9, 2009

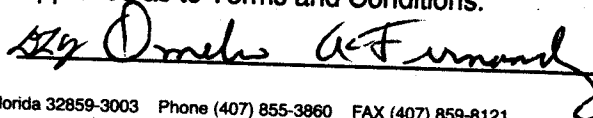
DATE

Attest:

Sharon R. Bock, Clerk and Comptroller

BY: _____
Deputy Clerk

Approved as to Terms and Conditions:



PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Proposal for Testing

Ardaman
Rates OK,
DZy

Project Name: S.W. 9th Avenue Improvements;
Project No. 2008060
Commissioner District No. 6

TESTS	PRICES
I. SOIL TESTING	
1. Field Density (minimum of 5)	\$ 22.00/test
2. Proctors	\$ 80.00/test
3. Florida Bearing Value Test	\$ 35.00/test
4. Limerock Bearing Ratio Test	\$250.00/test
5. Atterberg Limit	\$ 100.00/test
6. Carbonate Content Test	\$ 65.00/test
7. Organic Content Test	\$ 35.00/test
8. F.D.O.T. Corrosivity	\$160.00/test
9. Soil Observation (on site)	\$ 59.00/test
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 (minimum of [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	\$ 90.00/test
2. Addition Concrete cylinders	\$ 17.00/cyl
3. Concrete Compression test only (delivered to lab)	\$ 15.00/cyl.
4. Slump Test	\$ 15.00/test
5. Air Content Test	\$ 15.00/test
6. Stand-by	\$ 38.00/ hr.
7. Grout Prism (six [6] per set) includes preparation of prism on site	\$ 100.00/set
8. 2"X2" Mortar Cubes (six [6] per set) includes preparation of cubes on site	\$ 95.00/set
9. Additional Mortar cubes	\$ 17.00/ea
10. Concrete Masonry Units	
A. Compressive Strength	\$ 80.00/unit
B. Absorption	\$ 35.00/unit
11. Concrete Cores (minimum of 3);	
A. Secure, trim & test	\$ 75.00/core
B. Testing of core (delivered to lab (includes trim))	\$ 60.00/core
12. Swiss Hammer Test	\$ 59.00/hour
13. Windsor Probe Test (Minimum 3 shots)	\$ 75.00/test
14. Additional Windsor Probe Tests	\$ 15.00/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	\$ 75.00/test
3. Specific Gravity & Absorption of Fine or Coarse Aggregate	\$ 75.00/test
IV. ASPHALT TESTING	
1. Asphalt Cores (obtaining core samples)	\$ 50.00/ea.
2. Asphalt Extraction & Gradation	\$150.00/test
3. Asphalt Density and Thickness	\$ 30.00/test
4. Marshal Stability (incl. density, flow and stability of 3 specimens) (50 blows)	\$125.00/test
5. Coring Machine plus Generator Rental	\$120.00/trip
V. INSPECTION SERVICES	
1. Concrete Inspection (on job-site or plant)	\$ 59.00/hour
2. Pile Driving Inspection	\$ 59.00/hour
3. Pre-Stress Yard Inspection	\$ 59.00/hour
4. Steel Inspection	\$ 59.00/hour
5. Threshold Inspection	\$ 59.00/hour

TESTS	PRICES
VI. FIELD EXPLORATIONS	
1. Auger Borings	\$ 10.00/LF
2. Hand Augers	\$ 10.00/LF
3. Standard Penetration Tests	
A. (0' - 50')	
B. (51' - 100')	\$ 14.00/LF
4. Grout Bore Holes	\$ 14.00/LF
A. (0' - 50')	
B. (51' - 100')	\$ 5.00/LF
5. Casing	\$ 6.00/LF
A. (0' - 50')	
B. (51' - 100')	\$ 5.00/LF
6. Static Cone Penetration Test (0' - 100')	\$ 8.00/LF
7. Muck Probing (4 hours minimum)	\$ 12.00/LF
8. Mobilization of drilling equipment to project (Minimum Charge)	\$ 97.00/hour
A. 50 mile travel	
B. 100 mile travel	\$ 300.00/trip
9. Foundation Analysis and Recommendation	\$ 450.00/trip
10. Percolation test	Staff \$/hour
	\$325.00/test
VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA	
For testing (all tests)	\$ 50.00/trip
VIII. OVERTIME	
Base Rate	130% of base 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)	\$180.00/hour
Senior Geotechnical Engineer	\$ 137.00/hour
Engineer, P.E.	\$ 110.00/hour
Staff Engineer	\$ 68.00/hour
Senior Engineering Technician	\$ 59.00/hour
Engineering Technician	\$ 38.00/hour
Drafter/CADD	\$ 55.00/hour

These services are to be performed in accordance with our Original Annual Agreement dated September 9, 2008 in the amount not to exceed \$3,000.00.

NOTE: All Test Reports Must be Signed and Sealed.

CONSULTANT:

Ardaman & Associates, Inc.
Company Name

(Corporate Seal)

Roberto Balbis
Signature

Roberto Balbis
Type Name

Vice President
Title

March 17, 2009
Date

CERTIFICATION STATEMENT

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



Mark L. Mongeau, Vice 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.

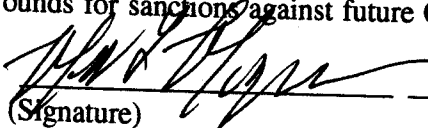
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

Vice President, of Ardaman & 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) 6-26-09
(Date)

ACORDDATE (MM/DD/YYYY)
07/16/2009
PRODUCER
 AON Risk Insurance Services West, Inc.
 Los Angeles CA Office
 707 Wilshire Boulevard
 Suite 2600
 Los Angeles CA 90017-0460 USA

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.

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
 Ardaman & Associates, Inc.
 8008 South Orange Avenue
 Orlando FL 32809 USA

 INSURER A: National Union Fire Ins Co of Pittsburgh 19445
 INSURER B: Insurance Company of the State of PA 19429
 INSURER C: American International Specialty Lines 26883
 INSURER D:
 INSURER E:

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS SHOWN ARE AS REQUESTED	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL1982538	10/01/08	10/01/09	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	
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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	CA8263140	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
B	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC4990695 WC4990697	10/01/08 10/01/08	10/01/09 10/01/09	<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	
C		OTHER Contractor Prof	COPS195258305 Prof/Pol1 Liab	10/01/08	10/01/09	Each claim \$5,000,000 Aggregate \$5,000,000 Deductible \$250,000	

 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Testing Lab Services Annual Agreement Resolution No. R2008-1425, Project Name: 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 additional insured with respect to General Liability policy

 Palm Beach County Board
 of County Commissioners
 Engineering & Public Works.
 2300 N. Jog Road
 West Palm Beach FL 33411 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570035507991



June 24, 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 SEPTEMBER 23, 2008 (R2008-1602)**

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 September 23, 2009 through September 22, 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.

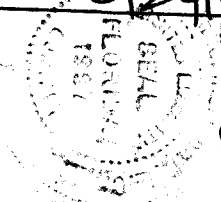
Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Radise International, LC

[Signature]
Kumar A. Allady, P.E. President

6/24/09
DATE



CORPORATE
SEAL

Attest: [Signature]
Deborah Bestor

6/24/09
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:

[Signature]

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

Rates OK,
DJY

RADISE International

**TESTING LAB ANNUAL SERVICES
SCHEDULE OF FEES AND SERVICES
Fiscal Year 2009-2010**

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 (Minimum Five [5] Tests/Hour onsite time)..... \$25.00/Test
- 2. Proctor..... \$ 90.00/Test
- 3. Florida Bearing Value Test.....\$35.00/Test
- 4. Limerock Bearing Ratio Test.....\$250.00/Test
- 5. Atterberg Limits.....\$85.00/Test
- 6. Carbonate Content Test..... \$75.00/Test
- 7. Organic Content Test.....\$45.00/Test
- 8. D.O.T. Corrosivity..... \$175.00/Test
- 9. Soil Observation, On Site \$ 60.00/Hr.
- 10. Natural Sample Moisture Content..... \$15.00/Test
- 11. Unit Weight and Moisture Content (Undisturbed Sample)..... \$35.00/Test

II. CONCRETE & MASONRY MATERIALS

- 1. Concrete Compression test (four [4] cylinders/Set)..... \$90.00/Set
- 2. Additional Concrete cylinders..... \$15.00/Cyl.
- 3. Concrete Compression test only [delivered to lab].....\$15.00/Cyl.
- 4. Slump test..... \$10.00/Test
- 5. Air Content Test.....\$20.00/Test
- 6. Stand-by-Time (More than 1hr./set).....\$65.00/Hr.
- 7. Grout Prism
 - Includes preparation of Prism on site..... \$85.00/Each
- 8. 2" x 2" Mortar Cubes (Six [6] per set)
 - Includes preparation of Cubes on site.....\$85.00/Set
- 9. Additional Mortar cubes..... \$15.00/Each
- 10. Masonry Units
 - A. Compressive Strength(gross area)..... \$75.00/Unit
 - B. Absorption 3 Blocks/Set.....\$ 50.00/Unit
- 11. Concrete Cores (Min. 3);
 - Secure, trim & test\$92.00/Core
 - Testing of core [delivered to lab (Incl. Trim)].....\$40.00/Core
- 12. Swiss Hammer Testing..... \$40.00/Hr.
- 13. Windsor Probe Test (Min. 3 shots).....\$175.00/Test
- 14. Additional Windsor Probe Tests..... \$115.00/Test

- III. AGGREGATE TESTING**
1. Grain size determination:
 - A. Full grain size (8 sieves)..... \$75.00/Test
 - B. Wash through (#200)..... \$45.00/Test
 2. Sieve Analysis – Course Aggregate.....\$90.00/Test
 3. Specific Gravity & Absorption of Fine or Coarse Aggregate.....\$60.00/Test
- IV. ASPHALT TESTING**
1. Asphalt Cores (obtaining core samples).....\$60.00/Each
 2. Asphalt Extraction & Gradation..... \$185.00/Test
 3. Asphalt Density and Thickness..... \$35.00/Test
 4. Marshall Stability (Incl. density, flow and stability of 3 specimens)
(50 blows)..... \$115.00/Test
 5. Coring Machine plus Generator Rental..... \$400.00/Day
- V. INSPECTION SERVICES**
1. Concrete Inspection (on job-site or plant).....\$55.00/Hr.
 2. Pile Driving Inspection..... \$55.00/Hr.
 3. Pre-Stress Yard Inspection.....\$55.00/Hr.
 4. Steel Inspection (P.E.)..... \$65.00/Hr.
 5. Threshold Inspection (P.E.)..... \$65.00/Hr.
- VI. FIELD EXPLORATIONS**
1. Auger Borings..... \$10.00/LF
 2. Hand Augers..... \$10.00/LF
 3. Standard Penetration Tests (SPT) – Truck Rig (0' – 50')..... \$14.50/LF
(50' – 100')..... \$15.50/LF
 4. Grout bore holes - (0' – 50').....\$4.00/LF
(50' – 100')..... \$5.00/LF
 5. Casing (0' – 50')..... \$6.25/LF
(50' – 100')..... \$7.25/LF
 6. Static Cone Penetration Test (0' – 100').....\$12.00/LF
 7. Muck Probing (4 hr. min.).....\$100.00/Hr.
 8. Mobilization of drilling equipment to project (Min. Charge):
 - A. 50 mile travel..... \$350.00/Trip
 - B. 100 mile travel..... \$450.00/Trip
 9. Foundation Analysis and Recommendation..... Staff Hours
 10. Percolation test.....\$250.00/Test
- VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA**
For testing (all tests).....\$120.00/Trip
- VIII. OVERTIME.....1.5 times regular Rates**
- IX. ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.**

X. ENGINEERING AND PROFESSIONAL SERVICES

Senior Geotechnical Engineer, P.E.....	\$155.00/Hr.
Project Engineer, P.E.....	\$125.00/Hr.
Staff Engineer	\$ 105.00/Hr.
Senior Engineering Technician.....	\$ 85.00/Hr.
Engineering Technician.....	\$ 65.00/Hr.
CADD Technician.....	\$ 65.00/Hr.

H:\RADISE WORK\2008\P080202G-Palm Beach County_Testing Lab\ContractDocuments\2009 - Annual Renewal docs\FINAL-LAB ANNUAL SERVICES - Schedule of Fees and Svcs.2009-2010.doc

CERTIFICATION STATEMENT

Project: Testing Lab Annual Services
Project No.: On a Task Order Basis
CONSULTANT: Radise International, LC

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

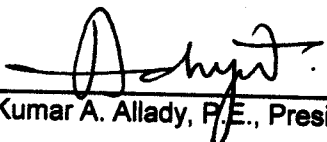
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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.



Kumar A. Allady, 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.

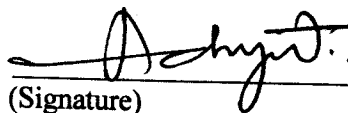
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

President, of Radise International, LC
(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)

6/24/09

(Date)

F:\ROADWAY\CCNA\Annals\TESTING\Radise\2009\Disclosure Doc.doc

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID TB
RADIS-9

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

PRODUCER
NorthWest Insurance Agency-NWC
Agency License #0590581
PO Box 1180, 418 B Street
Santa Rosa CA 95402-1180
Phone: 888-693-7892 Fax: 707-877-7596

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
Radise International
4152 W. Blue Heron Blvd # 228
Riviera Beach FL 33404

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	USF&G Specialty Ins. 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.

FORM NO.	MODEL NO.	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"/> LOC				EACH OCCURRENCE	\$
		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 (Per accident)	\$
		BOAT LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
		RECREATIONAL LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CONTRACTS P <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY EA ACC	\$
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEES COVERED BY THIS POLICY? <input type="checkbox"/> YES <input type="checkbox"/> NO OFFICERS/MEMBER EXCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	\$
A		Professional Liab	US081238303	08/26/08	08/26/09	E&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 REVISED Retroactive to Sept. 26, 2007

Ref Project: 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 named as Certificate Holder. *Cancellation: 10 days notice for non-payment.

CERTIFICATE HOLDER

Palm Beach County
 c/o Engineering Dept
 2300 N. Jog Road, 3rd Floor
 West Palm Beach FL 33411-2745

PALMBE2

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED HOLDER 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 ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED 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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE
RADIS-2

DATE (MM/DD/YYYY)
06/25/09

PRODUCER

Massey, Clark, Fischer, Inc.
400 Executive Ctr Dr, Ste 205
West Palm Beach FL 33401
Phone: 561-478-1660 Fax: 561-478-6876

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

Radise International LLC
Kumar Allady
4152 West Blue Heron Blvd #228
Riviera Beach FL 33404

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale 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.

INSURER	ADDITIONAL	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CLS1561808	02/22/09	02/22/10	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ Excluded
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS 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

Project Name: 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 Agency are listed as additional insureds with respect to General Liability.
 *30 day notice of cancellation except 10 days for non payment

CERTIFICATE HOLDER

PBCENGI
 Palm Beach County c/o
 Engineering Dept
 2300 N. Jog Road
 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

Thomas C. Mangum, Jr.

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).

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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
Attention: David Young, P.E., Special Projects Manager

RE: RENEWAL OF TESTING LAB SERVICES ANNUAL AGREEMENT (R2008-1417) DATED SEPTEMBER 9, 2008

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 September 9, 2009 through September 8, 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 proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

Tierra, Inc.



Francois Thomas, P.E., Principal Engineer

7/2/09

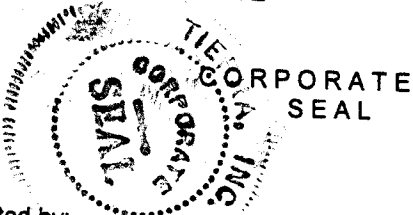
DATE

Attest:



7/2/09

DATE



Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

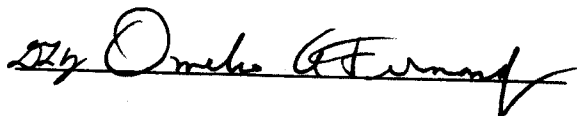
BY: _____
John F. Koons, Chairperson

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney



Rates OK.
DZG



**TESTING LAB ANNUAL SERVICES
SCHEDULE OF FEES AND SERVICES
Fiscal Year 2009**

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).....	\$25/test
2. Proctors.....	\$85/test
3. Florida Bearing Value Test.....	\$45/test
4. Limerock Bearing Ratio Test.....	\$275/test
5. Atterberg Limit Test.....	\$80/test
6. Carbonate Content Test.....	\$100/test
7. Organic Content Test.....	\$50/test
8. D.O.T. Corrosivity.....	\$185/test
9. Soil Observation (On Site).....	\$55/hr
10. Natural Sample Moisture Content.....	\$20/test
11. Unit Weight and Moisture Content (Undisturbed Sample).....	\$50/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/set
2. Additional Concrete cylinders.....	\$18/cyl
3. Concrete Compression test only [delivered to lab].....	\$18/cyl
4. Slump test.....	\$10each
5. Air Content Test.....	\$15each
6. Stand-by.....	\$55/hr
7. Grout Prism (Six [6] per set) - Includes preparation of Prism on site.....	\$80/set
8. 2" x 2" Mortar Cubes (Six [6] per set) - Includes preparation of Cubes on site.....	\$80/set
9. Additional Mortar cubes.....	\$18each
10. Masonry Units	
A. Compressive Strength.....	\$80/unit
B. Absorption.....	\$50/unit
11. Concrete Cores (Min. 3); - Secure, trim & test	\$80/core

- Testing of core [delivered to lab (Incl. Trim)].....\$50/core
- 12. Swiss Hammer Testing..... \$55/hr
- 13. Windsor Probe Test (Min. 3 shots)..... \$150/test
- 14. Additional Windsor Probe Tests..... \$100/test

III. AGGREGATE TESTING

- 1. Grain size determination:
 - A. Full grain size (8 sieves)..... \$75/test
 - B. Wash through (#200)..... \$45/test
- 2. Sieve Analysis – Course Aggregate.....\$45/test
- 3. Specific Gravity & Absorption of Fine or Coarse Aggregate.....\$70/test

IV. ASPHALT TESTING

- 1. Asphalt Cores (obtaining core samples)..... \$50each
- 2. Asphalt Extraction & Gradation.....\$150each
- 3. Asphalt Density and Thickness.....\$25each
- 4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows).....\$150each
- 5. Coring Machine plus Generator Rental..... \$400/trip

V. INSPECTION SERVICES

- 1. Concrete Inspection (on job-site or plant)..... \$55/hr
- 2. Pile Driving Inspection..... \$70/hr
- 3. Pre-Stress Yard Inspection..... \$70/hr
- 4. Steel Inspection..... \$70/hr
- 5. Threshold Inspection..... \$70/hr

VI. FIELD EXPLORATIONS

- 1. Auger Borings.....\$9/ft
- 2. Hand Augers.....\$110/hr
- 3. Standard Penetration Tests – Truck Rig (0' – 50')..... \$12ft
- (51' – 100')..... \$14/hr
- 4. Grout bore holes - 0' – 50'.....\$5.50/hr
- 51' – 100'.....\$6.50/hr
- 5. Casing 0' – 50'.....\$7/ft
- 51' – 100'.....\$9/ft
- 6. Static Cone Penetration Test (0' – 100').....\$N/A
- 7. Muck Probing (4 hr. min.).....\$100/hr
- 8. Mobilization of drilling equipment to project (Min. Charge):
 - A. 50 mile travel..... \$350/trip
 - B. 100 mile travel..... \$450/trip
- 9. Foundation Analysis and Recommendation..... \$Staff
- 10. Percolation test.....\$275/test

VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA

- For testing (all tests).....\$100/trip

VIII. OVERTIME.....15% of Basic Rate
 IX. ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.

X. **ENGINEERING AND PROFESSIONAL SERVICES**

1. Principal Engineer, P.E.....	\$145/hr
2. Senior Geotechnical Engineer, P.E.....	\$125/hr
3. Engineer, P.E.	\$115/hr
4. Staff Engineer.....	\$85/hr
5. Senior Engineering Technician	\$65/hr
6. Engineering Technician	\$60/hr
7. Drafter/CADD	\$60/hr

PROJECT: Testing Lab Annual Services
Project No.: On a Task Order Basis
CONSULTANT: Tierra, 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.



Francois Thomas, P.E., Principal Engineer

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:

N/A

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by Francois Thomas, P.E., as
(Name of Individual)
Principal Engineer, of Tierra, 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) 7/2/09
(Date)

Client#: 10161

TIERINC3

ACORD CERTIFICATE OF LIABILITY INSURANCE

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


PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tierra, Inc. 7351 Temple Terrace Highway Tampa, FL 33637		INSURERS AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 37885

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 ADVT LTR. NRSE	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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP 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 \$
	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"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9618946	05/01/09	05/01/10	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional liability is written on a claims made and reported basis.
 For all projects with Palm Beach County
 Retro Date 07/01/1992

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Engineering Department 3rd Floor 2300 N Jog Road 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 <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).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/09

PRODUCER
1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
Heather Provant
INSURED
Tierra, Inc. - WPB
2765 Vista Parkway, Suite 10
West Palm Beach, FL 33411

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: LIBERTY MUT FIRE INS CO	23035
INSURER B: LM INS CORP	33600
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TB2-Z51-288856-029	05/01/09	05/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	AUTOMOBILE LIABILITY <input checked="" 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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	A85-Z51-288856-039	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TB2-651-288856-079	05/01/09	05/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WC5-Z51-288856-089	05/01/09	05/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: 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 all listed as additional insured solely with respect to general liability coverage under End. # LG3219 0805 as evidenced herein as required by written contract with respect to work performed by the named insured.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
 c/o Engineering Department, 3rd Floor
 2300 North Jog Road
 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

USA

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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

This Certificate of Insurance 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.