

Agenda Item #: 3-C-5

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

Meeting Date: July 20, 2010

☒ 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. (Ardaman), whose original Agreement was dated September 9, 2008, R2008-1425; Radise International, LC (Radise), whose original Agreement was dated September 23, 2008, R2008-1602 and Tierra, Inc. (Tierra), 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. The Renewal Agreement with Ardaman will continue for the period of September 9, 2010 through September 8, 2011. The Renewal Agreement with Radise will continue for the period of September 23, 2010 through September 22, 2011. The Renewal Agreement with Tierra will continue for the period of September 9, 2010 through September 8, 2011. Ardaman has an office in Palm Beach County. Radise is a Palm Beach County company. Tierra has an office in Palm Beach County.

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 second and final 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 second and final 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

6/10/10

Approved By:

[Signature]
County Engineer

Date

6/25/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	*\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program

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

* This item has a no fiscal impact. These contractors are authorized to provide services on a task order basis. Funding will be established by project as necessary. These task orders will be subject to the Inspector General Fee unless specifically noted.

C. Departmental Fiscal Review: Atwillwhite

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

N. Siles 6/30/10
OFMB mgc
6-24-10
6/30/10

Dr. J. Jacobson 6/30/10
Contract Dev. and Control
E. Jones 6/30/10

B. Approved as to Form and Legal Sufficiency:

Paul F. S. 7/7/10
Assistant County Attorney

These Renewals comply with our review requirements.

C. Other Department Review:

Department Director

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

June 14, 2010

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, 2010 through September 8, 2011.

We are in agreement that all provisions in the original Agreement, as amended, 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

6-15-10
DATE

Attest:



6/15/10
DATE

CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

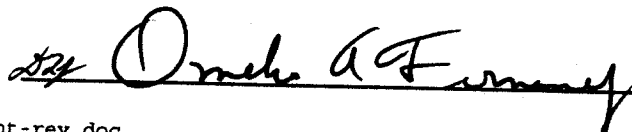
Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:



*Rates OK,
2/24*

SCHEDULE OF FEES AND SERVICES
Effective September 9, 2010 through September 8, 2011

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	\$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.	D.O.T. Corrosivity	\$160.00/test
9.	Soil Observation (On Site)	\$59.00/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	\$90.00/set
2.	Additional 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.....	\$42.00/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$100.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$95.00/set
9.	Additional Mortar cubes	\$17.00/ea.
10.	Masonry Units A. Compressive Strength	\$80.00/unit
	B. Absorption	\$35.00/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test.....	\$75.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$60.00/core
12.	Swiss Hammer Testing	\$59.00/hour
13.	Windsor Probe Test (Min. 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/each
2.	Asphalt Extraction & Gradation	\$150.00/test
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.....	\$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

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')	\$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
6.	Static Cone Penetration Test (0' -100')	\$12.00/LF
7.	Muck Probing (4 hr min.)	\$97.00/hour
8.	Mobilization of drilling equipment to project (Min. Charge):	
	1. 50 mile travel	\$300.00/trip
	2. 100 mile travel	\$450.00/trip
9.	Foundation Analysis and Recommendation	Staff \$ Hours
10.	Percolation test	\$325.00/test

VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA

For testing (all tests)	\$50.00/trip
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VIII. OVERTIME 130 % 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)	\$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

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

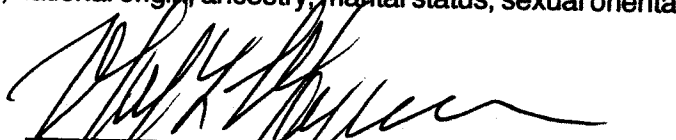
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

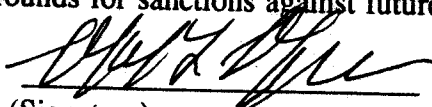
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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) 5/25/10
(Date)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2009

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American International Specialty Lines 26883

INSURER B: Insurance Company of the State of PA 19429

INSURER C: National Union Fire Ins Co of Pittsburgh 19445

INSURER D:

INSURER E:

Holder Identifier:

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		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"/> PROJECT <input checked="" type="checkbox"/> LOC	GL4376193	10/01/2009	10/01/2010	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 - COMPOF AOG	\$2,000,000
C		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	CA 826 33 86	10/01/2009	10/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						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 EA ACC	
						AUTO ONLY: AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under SPECIAL PROVISIONS below	WC6987928 WC6987927	10/01/2009 10/01/2009	10/01/2010 10/01/2010	<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH- ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER Contractor Prof	COPS1952583 Prof/Polli Liab	10/01/2009	10/01/2010	Each Claim	\$5,000,000
						Aggregate	\$5,000,000
						Deductible	\$250,000

Certificate No: 570036225456

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

CERTIFICATE HOLDER

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

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

Aon Risk Insurance Services West, Inc.

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD

©1988-2009 ACORD CORPORATION. All rights reserved

Attachment to ACORD Certificate for Ardaman & Associates, Inc.
The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

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

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INUR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/PROPERTY/PERSONS COVERED BY THIS POLICY AND SPECIAL PROVISIONS
where required by written contract. Professional Liability Retroactive Date is June 29, 2002. Stop Gap Coverage for the following states: OH, ND, WA, WY.

Certificate No : 570035507991



June 14, 2010

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:

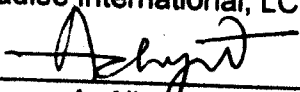
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of September 23, 2010 through September 22, 2011.

We are in agreement that all provisions in the original Agreement, as amended, 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

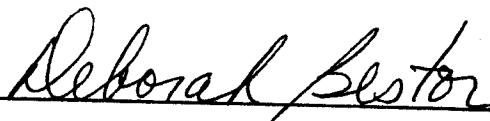


Kumar A. Allard, P.E., President

06/14/2010

DATE

Attest:



6/14/10

DATE

CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

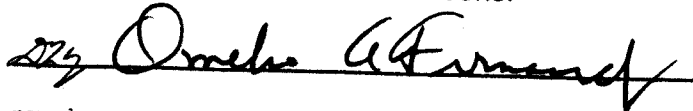
Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:



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4152 West Blue Heron Blvd, Suite 228, Riviera Beach, FL 33404

Ph: 561.841.0103

Fax: 561.841.0104

www.radise.net

*Rates ok,
B24*

RADISE International

**TESTING LAB ANNUAL SERVICES
SCHEDULE OF FEES AND SERVICES**

Fiscal Year 2010 – 2011

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.

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- 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\PO80202G-Palm Beach County_Testing Lab\Contract Documents\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

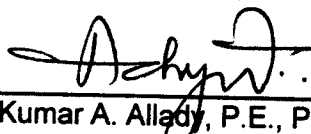
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

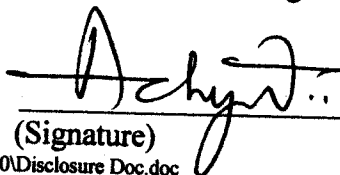
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

5/13/2010

(Date)

F:\ROADWAY\CCNA\Annals\TESTING\Radise\2010\Disclosure Doc.doc

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/10PRODUCER
Christopher J. Turenne Agency, Inc.
250 S Central Blvd., Ste. 204A
Jupiter, FL 33458THIS 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
4152 Blue Heron Blvd., Ste. 228
West Palm Beach, FL 33404

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:
INSURER B: Allstate Insurance Company
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 ADPL LTR INSR	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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	048819872	03/22/2010	03/22/2011	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 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				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 \$
	OTHER				

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and
Agents, shall be named Additional Insured.

Project Name: "FOR ALL PROJECTS WITH PALM BEACH COUNTY"

CERTIFICATE HOLDER X

Palm Beach County, Board of County Commissioners
C/O Engineering Dept.
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411-2745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Christopher J. Turenne

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/11/10

PRODUCER

Christopher J. Turenne Agency, Inc
250 S. Central Blvd. Ste. 204A
Jupiter, FL 33458THIS 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
4152 Blue Heron Blvd., Ste. 228
West Palm Beach, FL 33404

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Twin City Fire 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.

INSR ADD'L LTR. INDR	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 <input type="checkbox"/> 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 - 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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	01 WEC IX2097	04/11/10	04/11/11	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Engineering Design and Testing Services

CERTIFICATE HOLDER X

Palm Beach County Engineering and Public Works
Roadway Division
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

Christopher J. Turenne

DATE (MM/DD/YYYY)
10/02/09

PRODUCER
NorthWest Insurance Agency-MWC
Agency License #0580581
PO Box 1180, 418 B Street
Santa Rosa CA 95402-1180
Phone: 888-693-7892 Fax: 707-577-7595

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: The Specialty Insurance Company

INCLOSURE 12:

INCLOSURE C

INCLOSURE 2

INFLUENCE

**Radise International LLC
4152 W. Blue Heron Blvd #116
Riviera Beach FL 33404**

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.

PROD. LTR	ADSL. NUMBER	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 (See occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
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		BARABE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
A		Professional Liab E&O	US 09 12383 04	08/26/09	08/26/10	Limit 1,000,000 Ded. 25,000

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

Claims Made Policy. Retroactive Date: 08/26/04.

*Cancellation: 10 days notice for non-payment.

Political Subdivision of the State of Florida, its Officers, Employees, and Agents are named as Certificate Holder.

CERTIFICATE HOLDER

**Palm Beach County Engineering
and Public Works
Roadway Division
2300 N. Jog Road
West Palm Beach FL 33411**

PALMER2

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING AGENCY WILL INDICATE TO MAIL

***30** **DATE WRITTEN**

NOTICE TO THE CERTIFICATE HOLDER: CLIMB TO THE LEFT, BUT FAILING TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATION

ATTENTION: THE FOLLOWING INFORMATION IS UNCLASSIFIED

June 14, 2010

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 (R2008-1417)**

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, 2010 through September 8, 2011.

We are in agreement that all provisions in the original Agreement, as amended, 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,

Tierra, Inc.



Luis Mahiquez, P.E., President

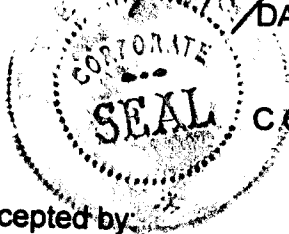
Attest: 

6/14/10

DATE

6/14/2010

DATE



CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

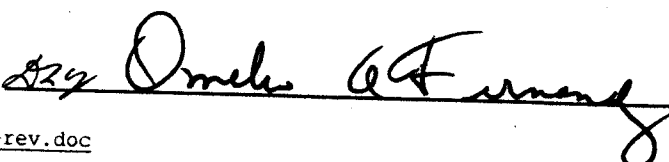
BY: _____
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

F:\ROADWAY\CCNA\Annuals\TESTING\Tierra\2010\Renewal Intent-rev.doc





Rates OK,
2024

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

F:\ROADWAY\CCNA\Forms\TESTING LAB ANNUAL SERVICES - Schedule of Fees and Svcs..doc

CERTIFICATION STATEMENT

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.



Luis Mahiquez, 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 Luis Mahiquez, P.E., as
(Name of Individual)
President

(Name of Individual)
President, 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)

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.

7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
Heather Prowant

CONTACT NAME: Mary Bland

PHONE (A/C No. Ext):

FAX (A/C No.): 407-370-3057

E-MAIL ADDRESS: mary_bland@ajg.com

PRODUCER

CUSTOMER ID #:

INSURED

Tierra, Inc. - WPB
2765 Vista Parkway, Suite 10
West Palm Beach, FL 33411

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LIBERTY MUT FIRE INS CO

23035

INSURER B: LM INS CORP

33600

INSURER C: LIBERTY MUT INS CO

23043

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15552992

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TB2-Z51-288856-020	05/01/10	05/01/11	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		AS5-Z51-288856-030	05/01/10	05/01/11	
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		TH2-Z51-288856-070	05/01/10	05/01/11	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC1-Z51-288856-080	05/01/10	05/01/11	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 is shown as an Additional Insured solely with respect to General Liability coverage under End. #LG 3219 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

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

lakeshor1
ACORD 25 (2009/09)
15552992

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ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/12/2010

PRODUCER

ISU Suncoast Insurance Assoc
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200THIS 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

NAIC

INSURER A: XL Specialty Insurance Company

37885

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> 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 - 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 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				WC STATL- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9685224	05/01/10	05/01/11	\$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.

RE: Testing Lab Annual Services, Retroactive Date 07/01/1992

CERTIFICATE HOLDER

Palm Beach County
Engineering & Public Works Operations
Roadway Production Division, Ste. 3W-33
2300 N. Jog Rd.
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

