Agenda Item #: 3-C-9

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 5, 2010				
Department: Submitted By: Submitted For:	Engineering & Public Worl		[] Fublic nearing		
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I. EXECUTIVE BRIEF

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

SUMMARY: Approval of these Renewal Agreements will extend required professional services for one year, on a task order basis. The Renewal Agreement with DET will continue for the period of October 21, 2010 through October 20, 2011. The Renewal Agreement with Nodarse will continue for the period of October 21, 2010 through October 20, 2011. The Renewal Agreement with TLPB will continue for the period of November 18, 2010 through November 17, 2011. DET is a Palm Beach County company. Nodarse has an office in Palm Beach County. TLPB is a Palm Beach County company.

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)
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Recommended By:	Inch GF mins	1 8/24/10	Jule
	Director	Date	
Approved By:	1. Well	9/14/10	
J	County Engineer	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2011 \$ -0- -0- -0- -0- \$ -0-	2012 -0- -0- -0- -0- -0- -0-	2013 -0- -0- -0- -0- -0- -0-	2014 -0- -0- -0- -0- -0- -0-	2015 -0- -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget Acct No.: Fund Progr	Dept L	Yes Init Obje	ect	No	

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.

C. Departmental Fiscal Review: (hhallaite	
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III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Contr

	and Consider Dov. and C	control comments:
	Jm. M. 9-16-10 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	Contract Dev. and Control E. Janes 9/17/10
B.	Approved as to Form	The item complies with current

County policies.

and Legal Sufficiency:

C. Other Department Review:

Department Director

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

LUNKELBERGER Gright Gebrug Antesting in de American de de de le compensation de le compen

Fort Lauderdale Latered Port Saint Lucie Secrets

June 30, 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 OCTOBER 21, 2008 (R2008-1828)

Dear Sir.

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of October 21, 2010 through October 20, 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,

Dunkelberger Engineering & Testing, Inc.	
Kevin E. Aubry, P.E., Principal/Project Manager	Attest: MM
- The pain toject Manager	Stephen MRACHER P.E.
10	1/1/10
ACORPORATE SEAL	DATE
Accepted by NILS Name Palm Beach County Board of Commissioners	Attest: Sharon R. Bock, Clerk and Comptroller
BY:	BY:
Burt Aaronson, Chair	Deputy Clerk
Approved As To Form & Legal Sufficiency:	Approved as to Terms and Conditions:
	10 Double Gotunad
F:\ROADWAY\CCNA\ADDUals\TESTING\Dunkelberger\2010\R	enewal Intent.doc

Toll-Free: (877) 643-6832

"FEE SCHEDULE" EFFECTIVE OCTOBER 21, 2010 THROUGH OCTOBER 20, 2011 FY2010/2011

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.

Rates OK.

<u>l.</u>	SOIL TESTING) 1 <i>a</i> . c
	Field Density Test (five [5] minimum)	s	22.00/test
	2. Proctors	•	85.00/test
	5. Florida bearing value est	æ	30.00/test
	Linerock bearing Ratio 16st	Q.	275.00/test
	5. Atterberg Limit	•	75.00/test
	o. Carbonate Content est	œ	75.00/test
	7. Organic Content Test	æ	50.00/test
	o. D.O. I. Coltosivity	•	150.00/test
	o. Soil Observation (On Site)	Œ.	45.00/test
	readulai Sample Moisture Content	¢	10.00/test
	11. Unit Weight and Moisture Content (Undisturbed Sample)	\$	30.00/test
<u>II.</u>	CONCRETE & MASONRY MATERIALS		
	Concrete Compression test (Min four [4] cylinders per trip)		
	-Frepare cylingers & slump test on site, and deliver to lab	\$	75.00/set
	2. Additional Concrete cylinders	₹.	15.00/cyl.
	o. Concrete Compression test only idelivered to labi	•	12.00/cyl.
	4. Slump test	œ	10.00/test
	o. All Content rest	¢	15.00/test
	o. Otanu-by	\$	35.00/hr.
	7. Grout Prism (Six [6] per set)		
	- Includes preparation of Prism on site	\$	75.00/set
	-Includes preparation of Cubes on site	\$	75.00/set
	- Indiaonal Mortal Cubes	\$	10.00/ea.
	madding office		
		\$	50.00/unit
		\$	25.00/unit
	- Secure, trim & test	\$	80.00/core
	- resund of core idelivered to lah (incl. Trim)?	•	35.00/core
	12. Swiss nammer lesting	œ	45.00/hour
	vindsor Probe rest (Min. 3 shors)	· ·	160.00/test
	14. Additional Windsor Probe Tests	\$	100.00/test
<u>III.</u>	AGGREGATE TESTING		
1117	1. Grain size determination:		
	A Full grain size (8 sieves)		
	. 4" 3'4" OLC (O 3)CVC3	\$	65.00/test
	B. Wash through (#200) 2. Sieve Analysis - Coarse Aggregate	\$	45.00/test
	2. Oleve Alialysis - Coarse Addregate	Œ	85.00/test
	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$	50.00/test
<u>IV.</u>	ASPHALT TESTING		
	Asphalt Cores (obtaining core samples) Asphalt Entraction 2. On the samples and the samples are samples	\$	50.00/each
	2. Aspiral Extraction & Gradation	æ	75.00/test
	5. Aspiral Density and Thickness	Š	20.00/test
	ival shall Stability (Incl. density, flow and stability		
	of 3 specimens) (50 blows)	\$	100.00/test
	Coring Machine plus Generator Rental	ж \$	250.00/trip
		Ψ	200.00/trip

<u>V.</u>	INSPECTION SERVICES	
	1. Concrete Inspection (on job-site or plant)	\$ 45.00%···
	incommitted (Figherical)	A 05.00 H
	o. Freedress Fair Hispection	6 05 00 1
	- Otee Hispection	
	5. Threshold Inspection	\$ 65.00/hour
		\$ 65.00/hour
<u>VI.</u>	FIELD EXPLORATIONS	
	1. Auger Borings	\$ 0.00# F
	- Idia Augeis	* • • • • • • • • • • • • • • • • • • •
	 Standard Penetration Tests - Truck Rig (0' - 50) 	\$ 9.00/LF
	/51' _ 1	
	4. Grout bore holes - (0' - 50	an .
	(0 " 00	0.01)
	5. Casing - (0' - 50	
	(0 - 50)')\$ 5.50/LF
	6. Static Cone Penetration Test (0: 400)	00')\$ 8.00/LF
	6. Static Cone Penetration Test (0' -100')	\$ 10.00/LF
	7. Muck Probing (4 hr min.)	\$ 90.00/hour
	Mobilization of drilling equipment to project (Min.	
		\$ 300.00/trip
		\$ 400.00/trip
	- Annocaoti Anighala and Recommendation	Staff Hours
	10. Percolation test	\$ 350.00/test
<u>VII</u> .	PREMIUM FOR TRAVEL COSTS TO BELLE GLADE A For testing (all tests)	AREA\$ 75.00/trip
VIII.	OVERTIME	150% of basic rate
<u>IX</u>	ANY ADDITIONAL TESTING OR SERVICES AS AUTHOPALM BEACH COUNTY.	ORIZED AND APPROVED BY THE OWNER,
<u>X.</u>	ENGINEERING AND PROFESSIONAL SERVICES	
	Principal Engineer (If Needed/At Option of PBC)	
	Senior Geotechnical Engineer	
	Engineer, P.E.	
	Staff Engineer	\$ 75.00/hour
	Senior Engineering Technician	
	Engineering Technician	
	Drafter / CADD	\$ 50.00/hour

CERTIFICATION STATEMENT

Project:

Testing Lab Annual Services

Project No.:

On a Task Order Basis

CONSULTANT:

Dunkelberger Engineering & Testing, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

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

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Testing Lab Annual Services Project No.: On a Task Order Basis
ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
(Attach additional sheets as needed.)
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.
THIS DISCLOSURE is submitted by Kevin E. Aubrey, P.E. , as (Name of Individual)
Principal / Project Manager , of <u>Dunkelberger Engineering & Testing, Inc.</u> (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. Manager One Dunkelberger Engineering & Testing, Inc.
F:\ROADWAY\CCNA\Annuals\TESTING\Dunkelberger\2010\Disclosure Doc.doc (Date)

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L		561- 689-4299	(West Palm Beach)	INSURER D	:		
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	C	ORD. CERTIFIC	ATE OF LIABILI	TY INSUR	RANCE		DATE (MM/DD/YYY) 4/15/2010	
COMMERCIAL INS SPECIALISTS INC POB 17738 Tr Da, FL 33682 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMON ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AMEND, EXTRA ALTER THE COVERAGE AFFORDED BY THE POLICIES						INFORMATION CERTIFICATE		
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SU	RED	DUNKELBERGER ENG	INEERING &		UTO-OWNERS		NAIC#	
		TESTING, INC.		INSURER B: F				
		607 N.W. COMMODI	TY COVE	INSURER C:				
		PORT ST. LUCIE, 561- 689-4299 (FL 34986	INSURER D:				
0	/FRA	<u> </u>	W. Palm)	INSURER E:				
M	YY PE	LICIES OF INSURANCE LISTED BEL COUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MA	D BY THE DOLLOWER OFFICERS	DOCOMEN ANTH	OVE FOR THE POLICE RESPECT TO WHICE TO ALL THE TERMS	CY PERIOD INDICATED, NO CH THIS CERTIFICATE MAY EXCLUSIONS AND COND	TWITHSTANDING 'BE ISSUED OR	
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		TYPE OF INSURANCE GENERAL LIABILITY	POLICY NUMBER	DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)			
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A	X	JOCCUR	964682 20528130	04 20 10	04 00 44	MED EXP (Any one person)	\$ 10,000	
			304002 20326130	04-20-10	04-20-11	PERSONAL & ADV INJURY	\$ 1,000,000	
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*	•	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
A	X	X HIRED AUTOS X NON-OWNED AUTOS	95-408-349-00	04-20-10	04-20-11	BODILY INJURY (Peraccident)	s	
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	SPEC	describe under CIAL PROVISIONS below			0. 20 11	E.L. DISEASE - POLICY LIMIT	s 500,000 s 500,000	
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GI	NE.	RAL LIABILITY AUTOR	MOBILE LIABILITY &	EMPLOYER I	LIABILITY	LIMITS.		
CEF	TIFIC	CATE HOLDER		CANCELLATI				
		PAIM REACH COMME -	INDO OF COLUMN			IBED POLICIES BE CANCELLED		
	PALM BEACH COUNTY BOARD OF COMMISSIONERS C/O ENGINEERING & PUBLIC WORKS DEPT.				DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN			
	ATTN: DAVE YOUNG, P.E.				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
	SPECIAL PROJECTS MGR.				IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
	0200				REPRESENTATIVES. UTHORIZED REPRESENTATIVE			
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CC	RD2	5(2001/08)				CACOPO CO	RPORATION 4000	
	FAX 561 684-4167 CACORD CORPORATION 1988							

July 26, 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 FORTESTING LABANNUAL AGREEMENT DATED OCTOBER 21, 2008 (R2008-1829)

Dear Sir:

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of October 21, 2010 through October 20, 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,

Nodarse & Associates, Inc.	
Value 6/1	141
Hugo E. Soto, P.E., VP	Attest:
	Suay Sia,
7/28/10	7/28/10
DAT	DATE
	DAIL
C O	
Accepted by:	-
Palm Beach County Board of Commissioners	Attest:
	Sharon R. Bock, Clerk and Comptroller
BY:	
Burt Aaronson, Chair	BY:
Built Aaronson, Chair	Deputy Clerk
Approved As To Form & Legal Sufficiency:	Approved as to Tarres and Only
G. a.	Approved as to Terms and Conditions:
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Rates OK,

SCHEDULE OF FEES AND SERVICES FY2010/2011

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 included in the price.

<u>l.</u>	SOIL	TESTING	
	1.	Field Density Test (five [5] minimum)	207.00
	2.	Proctors	\$25.00/test
	3.	Florida Bearing Value Test	\$95.00/test
	4.	Limerock Bearing Ratio Test	\$25.00/test
	5 .	Atterberg Limit	\$250.00/test
	6.	Carbonate Content Test	\$60.00/test
	7 .	Organic Content Test	\$85.00/test
	8.	Organic Content Test	\$40.00/test
	9.	D.O.T. Corrosivity	\$160.00/test
	10.	Soil Observation (On Site)	\$47.50/hr
	11.	Natural Sample Moisture Content	\$12.00/test
		Unit Weight and Moisture Content (Undisturbed Sample) .	\$32.00/test
<u>II.</u>	CONC	RETE & MASONRY MATERIALS	
	1.	Concrete Compression test (Min four [4] cylinders per trip)	
	2.	-Prepare cylinders & slump test on site, and deliver to lab	\$ 90.00/set
	3.	Additional Concrete cylinders	\$ 15.00/cyl.
	4.	Concrete Compression test only [delivered to lab]	\$ 13.00/cyl.
	5.		\$10.50/test
	6.	Air Content Test	\$16.00/test
	7.	Stand-by.	\$ 38.00/hr.
	••	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	·
	8.	2" x 2" Mortar Cubes (Six [6] per set)	\$ 95.00/set
		-Includes preparation of Cubes on site	A 25 22 .
	9.	Additional Mortar cubes	\$ 95.00/set
	10.	Masonry Units	\$ 15.00/ea.
		A. Compressive Strength	
		B. Absorption	\$ 60.00/unit
	11.	Concrete Cores (Min. 3);	\$26.50/unit
		- Secure, trim & test	
		- Testing of core [delivered to lab (Incl. Trim)]	\$ 85.00/core
	12.	Swiss Hammer Testing Winders Probe Test (Mail Communication Communicatio	\$ 37.00/core
	13.	Windsor Probe Test (Min. 2 sheets)	\$ 45.00/hour
	14.	Windsor Probe Test (Min. 3 shots)	\$ 160.00/test
		Additional Windsor Probe Tests	\$ 105.00/test
<u>III.</u>		EGATE TESTING	
	1.	Grain size determination:	
		A. Full grain size (8 sieves)	\$ 65.00/test
	_	P. Wash through (#200)	\$ 00.00/(est
	2.	O'CYC (VIIDIYSIS - LORISE AMMENTA	
	3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$ 90.00/test
			\$ 52.50/test
<u>IV.</u>	ASPHA	ALT TESTING	
	1.	Asphalt Cores (obtaining core samples)	\$ 55 00/aaah
	_	(110 matric control leguired)	\$ 55.00/each
	2.	Asphalt Extraction & Gradation	£ 405.00# ·
	3.	s object perior and illickness	\$ 105.00/test
	4.	Marshall Stability (Incl. density, flow and stability	\$ 21.00/test
	_	Of 3 specimens) (50 blows)	¢ 105.00#===
	5 .	Coring Machine plus Generator Rental	\$ 105.00/test \$ 200.00/trip
			Ψ 200.00/tnp

	<u>IM21</u>	PECTION SERVICES		
	1.	Concrete Inspection (on job-s	site or plant)	A ## 000
	2.	i he Dilatify thatection		
	3.	Pre-Stress Yard Inspection		\$ 60.00/hour
	4.	Steel Inspection		. \$ 65.00/hour
	5.	Threshold Inspection	•••••••••••••••••••••••••••••••••••••••	. \$ 65.00/hour
				\$ 65.00/hour
<u>VI.</u>	FIEL	D EXPLORATIONS		
	1.	Auger Borings		
	2.	Hand Augers	***************************************	\$ 10.00/LF
	3.	Standard Penetration Tests	Truck Rig (0' - 50')	\$ 10.00/LF
		- Change in the seas -	(54' 400)	. \$ 14.00/LF
	4.	Grout bore holes -	(51' - 100')	\$ 16.00/LF
			0' - 50'	\$ 5.00/LF
	5.	Casing (3-inch diameter) -	51' - 100'	\$ 6.00/LF
				\$ 6.00/LF
			51' - 100'	\$ 9.00/LF
	6.	Static Cone Penetration Test	(0) 1000	
	7.	Muck Probing (4 hr min)	(0' -100')	\$ 12.00/LF
	8.	Mobilization of drilling equipm	ont to make at 1887. Or	\$ 85.00/hour
		1. 50 mile travel	ent to project (Min. Charge):	
		2. 100 mile trave		
	9.		el	
	10.	Percolation test	ommendation	Staff Hours
				\$300.00/test
<u>VII</u> .	PREI	MIUM FOR TRAVEL COSTS TO	DELLE OLABEATA.	
	For te	esting (all tests)	BELLE GLADE AREA	
<u>VIII.</u>	OVE	RTIME		
			•••••	150% of basic rate
<u>IX</u>	ANY			
		ADDITIONAL TESTING OF SEL	DVICES AS AUTUSSIES	
	PALI	ADDITIONAL TESTING OR SEL	RVICES AS AUTHORIZED AND	APPROVED BY THE OWNER,
	PALI	ADDITIONAL TESTING OR SEI M BEACH COUNTY.	RVICES AS AUTHORIZED AND	APPROVED BY THE OWNER,
<u>X.</u>		ADDITIONAL TESTING OR SEIN BEACH COUNTY.	RVICES AS AUTHORIZED AND	APPROVED BY THE OWNER,
<u>X.</u>		ADDITIONAL TESTING OR SEL	RVICES AS AUTHORIZED AND	APPROVED BY THE OWNER,
<u>X.</u>	ENG	ADDITIONAL TESTING OR SEI M BEACH COUNTY. INEERING AND PROFESSIONA	RVICES AS AUTHORIZED AND	APPROVED BY THE OWNER,
<u>x.</u>	ENG	ADDITIONAL TESTING OR SEIN BEACH COUNTY.	RVICES AS AUTHORIZED AND	\$ 160.00/hour
<u>x.</u>	ENG!	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Optic	RVICES AS AUTHORIZED AND LL SERVICES On of PBC)	APPROVED BY THE OWNER, \$ 160.00/hour
<u>X.</u>	ENG!	ADDITIONAL TESTING OR SEI M BEACH COUNTY. INEERING AND PROFESSIONA	RVICES AS AUTHORIZED AND LL SERVICES On of PBC)	APPROVED BY THE OWNER, \$ 160.00/hour
<u>X.</u>	ENG: Princi Senio	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer	RVICES AS AUTHORIZED AND LL SERVICES On of PBC)	\$ 160.00/hour \$ 140.00/hour
<u>x.</u>	ENG: Princi Senio	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Optic	RVICES AS AUTHORIZED AND LL SERVICES On of PBC)	APPROVED BY THE OWNER, \$ 160.00/hour
<u>x.</u>	ENGI Princi Senic Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer	RVICES AS AUTHORIZED AND AL SERVICES On of PBC)	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour
<u>x.</u>	ENGI Princi Senio Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer neer, P.E. Engineer	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour
<u>X.</u>	ENGI Princi Senio Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer neer, P.E. Engineer	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour
<u>x.</u>	ENGI Princi Senio Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour
<u>x.</u>	ENGI Princi Senic Engin Staff	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer neer, P.E. Engineer Engineer	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour
<u>x.</u>	ENGI Princi Senio Engin Staff Senio Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer heer, P.E. Engineer or Engineering Technician	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour
<u>x.</u>	ENGI Princi Senio Engin Staff Senio Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer heer, P.E. Engineer or Engineering Technician	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour \$ 65.00/hour
<u>x.</u>	ENGI Princi Senio Engin Staff Senio Engin	ADDITIONAL TESTING OR SER M BEACH COUNTY. INEERING AND PROFESSIONA ipal Engineer (If Needed/At Option or Geotechnical Engineer neer, P.E. Engineer Engineer	RVICES AS AUTHORIZED AND	\$ 160.00/hour \$ 140.00/hour \$ 115.00/hour \$ 85.00/hour \$ 65.00/hour

CERTIFICATION STATEMENT

Project:

Testing Lab Annual Services

Project No.:

On a Task Order Basis

CONSULTANT:

Nodarse & Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

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,

Hugo E. Soto, P.E./ VP

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CONFLICT OF INTEREST DISCLOSURE FORM

Project: Project No.:	Testing Lab Annual Services On a Task Order Basis
ENGINEER r	epresents that it presently has no interest, either direct or indirect, which would or could manner with the performance of services for the County, except as follows:
(Attach additi	onal sheets as needed.)
and correct an	further represents that no person having any interest shall be employed for said By signing below, ENGINEER certifies that the information contained herein is true d constitutes all current potential conflicts of interest which may influence or appear to GINEER'S judgment or quality of services being provided to the County.
circumstance services being business associand request an	hall promptly notify the COUNTY in writing by certified mail of all potential conflicts may arise in the future through any prospective business association, interest or other which may influence or appear to influence ENGINEER'S judgment or quality of a provided to the County. Such written notification shall identify the prospective ciation, interest or circumstance, the nature of work that ENGINEER may undertake a opinion of the COUNTY as to whether the association, interest or circumstance opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into IEER.
	pinion of the COUNTY, the prospective business association, interest or circumstance R would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY in the notification and the ENGINEER shall not enter into said association, interest or
THIS	DISCLOSURE is submitted by Hugo E. Soto, P.E. , as
	(Name of Individual)
Vice Presi	dent, of <u>Nodarse & Associates, Inc.</u>
(Title/Positio	n) (Firm Name of ENCONFERN
who hereby co	crilles that the information stated above is true and compate the information stated above in the information stated above is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is the information stated above it is true and compate the information stated above it is true and compate the information stated above it is true and compate the information stated above it is the information stated above it is true above it is in the information
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Consultant.	ness practice and is grounds for sanctions against future County business with the
	Augo E Sate 7/28/10
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REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endo	ND THE	CERTIFICATE HOLDER.			EEN INE 19	SUING INSURE	R(S), AU	THORIZ	ED
			CON			- cermicate do	s not co	inter rig	hts to the
Huckleberry, Sibley & Insurance & Bonds, Inc 1020 N Orlando Ave, Su	_		PHO	E: IE No, Ext):			FAX (A/C, N	»):	
Maitland FL 32751 Phone: 407-647-1616 Fa		600 1 22 2	PRO	UCER	DA001				
INSURED	X:4U/-	628-1635			SURER(S) AFF	ORDING COVERAGE			NAIC #
Nodarse & Associa: Darlene Bradley 1675 Lee Road Winter Park ET 200	tes, I	nc.	<u> </u>	RERA: Cont	inental Casua				20443
Winter Park FL 32	789		INSUF	ERC:			······································		-
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COVERAGES CER	TIFICATE	E NUMBER:				DE1 COLON AND			
THIS IS TO CERTIFY THAT THE POLICIES OF INSU INDICATED. NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, EXCLUSIONS AND CONDITIONS OF SUCH POLICIE MERE! TYPE OF INSURANCE	THE INSURA S. LIMITS SI TADDU BUB	NCE AFFORDED BY THE POLIC HOWN MAY HAVE BEEN REDUK		RIBED HEREIN IS ID CLAIMS.	SUBJECT TO A	CT TO WHICH THIS LL THE TERMS,	IBER:		
GENERAL LIABILITY	INSR WV	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	T -	LIMI	rs .	
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR		ECH288299540		02/01/10	02/01/11	EACH OCCURRENT DAMAGE TO RENT PREMISES (Ea occ		\$2,0	00,000
X Professional &						MED EXP (Any one		\$	
Pollution		DED \$100,000	•			PERSONAL & ADV	NURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:		\$100,000				GENERAL AGGREC		\$2,0	00,000
X POLICY PRO- JECT LOC						PRODUCTS - COM	P/OP AGG	\$	
						COMBINED SINGLE	LIMIT	\$	
ANY AUTO ALL OWNED AUTOS						(Es accident) BODILY INJURY (Pe		\$	
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HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAG (Per accident)	Ε	\$	
	_				ļ			\$	
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CLAIMS-MADE					}	EACH OCCURRENCE AGGREGATE	E	\$	
DEDUCTIBLE RETENTION \$					ŀ	AGGREGATE		\$	
WORKERS COMPENSATION					. 1			\$	
AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						WC STATU- TORY LIMITS	OTH	<u> </u>	
(Mandatory In NH)	I/A			-	-	E.L. EACH ACCIDEN	r	\$	
DESCRIPTION OF OPERATIONS below				1		E.L. DISEASE - EA E			
					i	E.L. DISEASE - POLI	CY LIMIT	\$	
ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE: Testing Lab Annual Agre	ES (Attach	ACORD 101, Additional Remark	3 Schedul	M more energy to					
a: Testing Lab Annual Agre	-emen c	. For all proje	cts w	ith Palm	Beach C	County.			
ERTIFICATE HOLDER			CANCE	LLATION					
Palm Beach County B Commissioners c/o E & Public Works Depa 2300 N Jog Road West Palm Beach FL	nginee rtment	ring	SHOUL THE EX	D ANY OF THE A	E POLICY PROV	ED POLICIES BE CA ICE WILL SE DELIVE //BIONS.	NCELLED RED IN	BEFORE	
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1 1	IMPORTANT: If the certificate he the terms and conditions of the certificate holder in lieu of such									to
PR	ODUCER									w une
	Huckleberry, Sibley Insurance & Bonds,	T		_	NAME	<u>. </u>				
[1020 N Orlando Ava	Sui	:e 2	00	(AC)	No, Ext):		(AC, No)ŧ	
	Martiand FL 32751				PROD	A.FR	ODA001			
INS	ENOME: 40 /-64 /-1616	Fax	407	-628-1635	Cosi			ORDING COVERAGE		
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l	Nodarse & Asso Darlene Bradle 1675 Lee Road Winter Bark	A	5 , .	inc.	INSUR	ERB: Be	st Ratin	ofAX	. 2.	3396
	Winter Park FL	3278	9		INSUR					
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	VERAGES	CERT	FICAT	E NUMBER:	INSUR			DEMONAL COMPANY	\bot	
10	HIS IS TO CERTIFY THAT THE POLICIES OF NOICATED. NOTWITHSTANDING ANY REC	F INSURA	NCE LIS	TED BELOW HAVE BEEN ISSUE	D TO THE I	NSURED NAME	D ABOVE FOR TH	REVISION NUMBER:		
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THE			UMITS !		CED BY PAI	O CLAIMS.				
LIK	TYPE OF INSURANCE GENERAL LIABILITY	<u>10</u>	SR W	VD POLICY NUMBER	t	(MM/DD/YYYY	POLICY EXP	Line	ng.	
A	X COMMERCIAL GENERAL LIABILITY	.		GT 20240T0				EACH OCCURRENCE	\$1,000	.000
	CLAIMS-MADE X OCCUR	.	ĺ	GL2034958		02/01/10	02/01/11	PREMISES (Es occurrence)	\$ 300,0	
	X Blanket Addl I	nsd	ĸ					MED EXP (Any one person)	\$10,000	0
	X Blanket Waiver		`					PERSONAL & ADV INJURY	\$1,000	
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A	X ANY AUTO		1					COMBINED SINGLE LIMIT	\$1,000	
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	SCHEDULED AUTOS	!						BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS							PROPERTY DAMAGE	·	
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ŀ	X RETENTION 8 0								\$5,000,	000
	WORKERS COMPENSATION		+-	WC2033979					•	
	AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERALEMBER EXCLUDED?	Y/N		SLAMET MAIVER OF SUB	ľ	01/01/10	01/01/11	WC STATU- TORY LIMITS ER		
		└ │"	`		1				:1,000,	000
.	If yes, describe under DESCRIPTION OF OPERATIONS below								:1,000,	
	Leased/Rented Cov			CPP2034957	- 6	2/01/10	02/01/11	E.L. DISEASE - POLICY LIMIT COVEREGE	<u>*1,000,</u>	_
ESC	Valuable Paper Cov	VEUNCLES	1000	CPP2034957		2/01/10	02/01/11	Coverage	\$100,0 \$200,0	
äi	Testing Lab Annual a Beach County Board istate of Florida, i itional insured with tract. Con't >>>> TIFICATE HOLDER	Agree		ACORD 101, Additional Remark L. For all proje	s Schedule	ith Dal	is required)	'ana h	9200,0	
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ER	TIFICATE HOLDER				04405	******	· <u>·</u>			
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				PALMREA	SHOUL	D ANY OF THE	ABOVE DESCRIE	ED POLICIES BE CANCELLED		
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	Commissioners c/ & Public Works I	o En	rine	ering			······································	TOTAL		
	4300 N Jog Road				AUTHORE	ZED REPRESEN	TATIVE		·	
	West Palm Beach	FL 33	411	-2745			x .1			1
						1mm/	Hom			1
OR	ND 25 (2009/09)	The	ACO	RD name and logo are re-		© 1988-200	ACORD CO	RPORATION. All rights	reserved.	·

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, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

10 days notice of cancellation for nonpayment of premium applies

Testing Lab of the Palm Beaches, Inc.

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

June 30, 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 NOVEMBER 18, 2008 (R2008-2034)** Dear Sir: This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of November 18, 2010 through November 17, 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, Testing Lab of the Palm Beaches, Inc. 7.23.2010 CORPORATE SEAL Accepted by: Attest: Palm Beach County Board of Commissioners Sharon R. Bock, Clerk and Comptroller BY Burt Aaronson, Chair Deputy Clerk Approved As To Form & Legal Sufficiency: Approved as to Terms and Conditions:

PROFESSIONAL ENGINEERING SERVICES THROUGHOUT SOUTH FLORIDA SINCE 1961
421 So. "H" Street • Lake Worth, Florida 33460-4436 • Phone (561) 585-7515 • Fax (561) 585-7622

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SCHEDULE OF FEES AND SERVICES FY2010/2011

Rates OK

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.

<u>l.</u>	SOIL TESTING	
	1. Field Density Test (five [5] minimum)	
	2. Proctors (ive [5] minimum)	\$ 23.00/test
	3. Florida Bearing Value Test	\$ 90.00/test
	4. Limerock Bearing Ratio Test	\$ 40.00/test
	5. Atterbert Limit	\$275.00/test
		\$ 85.00/test
	and a supplied to the supplied	\$ 70.00/test
	a Samo Confest 162	\$ 40.00test
	The state of the s	\$175.00/test
	- Con Opocivation (Oli Olfe)	\$ 55.00/hr.
	The second of th	\$ 15.00/test
	11. Unit Weight and Moisture Content (Undisturbed Sample) .	\$ 50.00/test
<u>II.</u>	CONCRETE & MASONRY MATERIALS	
	Concrete Compression test (Min four [4] cylinders per trip)	
	-Prepare cylinders & slump test on site, and deliver to lab	
	2. Additional Concrete extindes	\$ 80.00/set
	Additional Concrete cylinders Concrete Compression test only [doll record to John]	\$ 15.00/cyl.
	delivered to lab!	\$ 15.00/cyl.
		\$ 12.00/test
	5. Air Content Test 6. Stand-by	\$ 18.00/test
	6. Stand-by	\$ 50.00/hr.
	Transfer (OIX OI DEL SEL)	
	- Includes preparation of Prism on site	\$ 80.00/set
	- W- World Capes (OIX [O] Del 26[)	
	-Includes preparation of Cubes on site	\$ 80.00/set
	9. Additional Mortar cubes	\$ 15.00/ea.
	masony onto	
	- Sombiossive Offeliatil	\$ 65.00/unit
		\$ 55.00/unit
	Concrete Cores (Min. 3);	
	- Secure, trim & test	\$ 85.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$ 45.00/core
	- The results of the state of t	\$ 55.00/hour
	vo. vviidsoi Piode (est (Min. 3 shots)	\$450 00#==4
	14. Additional Windsor Probe Tests	\$100.00/test
<u>III.</u>	AGGREGATE TESTING	
	1. Grain size determination:	
	- a. S. a. (O SIE 4 E S)	\$ 65.00/test
		\$ 45.00/test
		\$ 85.00/test
	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$ 80.00/test
<u>IV.</u>	ASPHALT TESTING	
	1. Asphalt Cores (obtaining core samples)	\$ 50.00/ea.
	Applieit myracholl & Gladallon	
	- Ashrait perisity and intexpess	\$140.00/test
	4. Marshall Stability (Incl. density, flow and stability	\$ 30.00/test
	Of 3 specimens) / 50 bloom)	#40E 00# - 1
	5. Coring Machine plus Generator Rental	\$125.00/test
	- Tollies	\$225.00/trip



<u>V.</u>	INSP	ECTION SERVICES	
	1.	Concrete Inspection (on job-site or plant)	¢ 55.00/b-
	2.	inc Diffing HSDection	e co con.
	3.	ric ouess raid hispection	₽ 70 00/L-
	4.	0.001 H3D600011	₽
	5.	Threshold Inspection	\$ 00.00/hr \$ 70.00/hr
1/2			V 70.00/11.
<u>VI.</u>	FIEL	D EXPLORATIONS	
	1. 2.	Auger Borings	\$ 9.000/LF
	2. 3.	naliu Augers	¢ 10.00# E
	3.	orgundard Letterration Lests - Linck Kid (0, - 20,)	\$ 12.00/LF
	4	(51' - 100')	\$ 14 00/LE
	4.	Grout pole Holes - 0 20	\$ 500/LE
	5.	51' - 100'	\$ 6.00/IE
	5 .	Casing - 0' - 50'	\$ 5,007 =
	-	51' 100'	
	5 .	Static Cone Penetration Test (0' -100')	\$ 10.00# E
	6 .		\$ 95.00/hr
	7.	woonzation or drilling equipment to project (Min. Charge):	
		1. U - 50 mile round trip	\$300 00#rin
		4. SI - WO MIR MINA TAN	#4F0 004-1.
	8.	Foundation Analysis and Recommendation	Chaff Llaum
	9.	Percolation test	*275 00#aat
			\$275.00/lest
<u>VII</u> .	PREM	MIUM FOR TRAVEL COSTS TO BELLE GLADE AREA	
	ror te	esting (all tests)	\$125.00/trip
<u>VIII.</u>	OVER		·
		RTIME	150 % of basic rate
<u>IX</u>	ANY	ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AN	D APPROVED BY THE OWNER
	PALN	M BEACH COUNTY.	ovincia,
<u>X.</u>	ENGI	NEERING AND PROFESSIONAL SERVICES	
		pal Engineer (If Needed/At Option of PBC)	
		r Geotechnical Engineer	
		eer, P.E.	*
		Engineer / Project Manager	\$ 85.00/hr.
		r Engineering Technician	\$ 60.00/hr.
		eering Technician	\$ 55.00/hr.
	Drafte	er / CADD	\$ 60.00/hr.



Project:

Testing Lab Annual Services

Project No.:

On a Task Order Basis

CONSULTANT:

Testing Lab of the Palm Beaches, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

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,

John Adair, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Project No.:	Testing Lab Annual Service On a Task Order Basis	res .	
ENGINEER r	epresents that it presently has no manner with the performance	no interest, either direct or e of services for the Cou	r indirect, which would or could inty, except as follows:
(Attach additi	onal sheets as needed.)		
and correct an	by signing below, ENGINEE	R certifies that the information in the conflicts of interest with the conflict with the conflic	at shall be employed for said mation contained herein is true hich may influence or appear to ided to the County.
circumstance services being business associand request ar	which may influence or appears provided to the County. Substitution, interest or circumstance opinion of the COUNTY as opinion of the COUNTY, consi	h any prospective busine ar to influence ENGINI ach written notification ac, the nature of work the s to whether the associa	ed mail of all potential conflicts ss association, interest or other EER'S judgment or quality of shall identify the prospective at ENGINEER may undertake attion, interest or circumstance inflict of interest if entered into
OF DUALUTE L	v would constitute an unaccent	able conflict of interest t	ciation, interest or circumstance of the COUNTY, the COUNTY nto said association, interest or
THIS	DISCLOSURE is submitted b	oy <u>John Adair, P.E.</u> (Name of In	, as
President		of Testing Lab of	the Delea December 1
(Title/Positio		(Firm Name of I	the Palm Beaches, Inc.
who hereby co acknowledged	ertifies that the information state any misrepresentation by	tated above is true and	correct. Further, it is hereby s Disclosure is considered an
unethical busi Consultant.	ness practice and is grounds i	tor sanctions against fut	s Disclosure is considered an ture County business with the
Consultant.		Jah Adari	7.23.2010
	(Signat	tyre)	(Date)
F:\ROADWAY\CCN	A\Annuals\TESTING\TestingLabPB\2010\Di	isclosure Doc doc	

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L	POLI	POLICIES OF INSURANCE LISTED BE RÉQUIREMENT, TERM OR CONDITIO PERTAIN, THE INSURANCE AFFORDI CIES. AGGREGATE LIMITS SHOWN MA	M OF ANY CONTRACT OR OTHER ED BY THE POLICIES DESCRIBED H LYHAVE BEEN REDUCED BY PAID CO	NSURED NAMED AB DOCUMENT WITH BEREIN IS SUBJECT ABAS	OVE FOR THE POL RESPECT TO WHI TO ALL THE TERM	LICY PERIOD INDICATED. NO ICH THIS CERTIFICATE MAY IB, EXCLUSIONS AND COND	TWITHSTANDING Y BE ISSUED OR XTIONS OF SUCH
i.	EL PER	TYPE OF INSURANCE	POLICY NUMBER		DATE (MANODAY)		
ĺ		GENERAL LIABILITY		VALENMOUVY	DATE(MM/DD/YY	EACH OCCURRENCE	
	1	X COMMERCIAL GENERAL LIMBILITY				DANGE TO RESTED PREMISES (Es pocuraria)	1,000,000
١,	a x	CLAMEMADE X OCCUR				MED EXP (Any one person)	5,000
•	- -		014612 20603549	06-23-10	06-23-11	PERSONAL & ADVINJURY	1,000,000
		GENT AGGREGATE LIMIT APPLIES PER	<u>.</u>	1	j	GENERAL AGGREGATE	1 2,000,000
_		POUCY X 28 Loc	5		1	PRODUCTS - COMPIOP AGG	1 2,000,000
	T	AUTOMOBILE LIABILITY		 			
		X ANYAUTO ALLOWNEDAUTOS			·	COMBINED SNIGLE LIMIT (Re-accident)	500,000
1		SCHEDULIED AUTOS	42-902-129-00	06-23-10		BOOLYNURY (Perperson)	
		X NON-OWNED AUTOS		08-23-10	06-23-11	RODILY HURY (Peraccident)	
-	╁	GARAGE LIABILITY				PROPERTY DAMAGE (Per accident)	8
		ANYAUTO					8
_	-					ALITOCOLUC	:
		X OCCUR CLANSWAR					1,000,000
		CLAMSMADE	42-917-571-00				: 1,000,000
A	1	DEDUCTIOLS	42-31/-2/1-00	06-23-10	06-23-11		1
	<u> </u>	RETENTION &					8 /
	WOR	IKERS COMPENSATION AND					8
		LOYERS' LIABILITY PROPRIETORPARTHERADISCUTIVE REAGENEER EXCLUDES	,	ĺ		WC STATU- OTH-	
	-			1	ł	EL DISEASE - EA EMPLOYEE	<u> </u>
	STE	AL PROVINCING DAIGN			ŀ	EL DISEASE - POLICY LIMIT	
		**					
					l		
8	RIPTK	ON OF OPERATIONS/LOCATIONS/VEHICLE	B/EXCLUSIONS ADDED BY ENGAGE	AT (0 AT C) 1			
U	l: I	OR ALL PROJECTS WIT	TH PALM BEACH COUNTY	n i / amegial, priovisio: ("Y	WS		
7/1		BEACH COUNTY BOARD OF	COUNTY COMMISSIONER	S, A POLITI	CAL SUBDIV	ISION OF THE	
		OF FLORIDA, ITS OF FIGURAL INSUREDS" AS	FACERUL EMPLOYMEN		SHALL BE	MANGED AS	
	TIFIC	ATE HOLDER		CANCELLATION	4		
		PAIM BEACH COUNTY				D POLICIES DE CANCELLED DEP	
		ROADWAY PRODUCTION		DATE THEREOF, TO	III ISUNG HALPS	T WILL ENDEAVOR TO MARQ	DAYS WAYTEN
		ATTN: DAVID YOUNG				NAMED TO THE LEFT, BUT FALL	
		2300 N. JOG ROAD	, -	IMPOSE NO OSLIGA	ATION OR LABILITY	OF ANY KIND UPON THE INSUI	REFL ITS AGENTS OR
		3RD FLOORD, WEST W	fing	REPRESENTATIVES	<u> </u>		
		WEST PALM BEACH, I	/L. 33411	AUTHORIZED REPRE	SENTATIVE	4	
ō	tD 25	(2001/040			41	m. A. Harmal	
_		FAX 561 684.	_/.166			eycoan coss	OF A TION 4000

CORDIN CERTIFICATE OF LIABILIT	TY INSURA	NCE		DATE (MMDDMY) 05/14/10
DUCER 1-877-266-6850 ychex Insurance Agency, Inc.	THIS CERTIFIC	ATE IS ISSUED ONFERS NO R	AS A MATTER OF LIGHTS UPON THE DOES NOT AMEND DED BY THE POLICIE	EXTEND OR
) Sawgrass Dr	ALIER THE CO		FORDING COVERAGE	
chester, NY 14620	INSURER A: ILLINO		SURANCE COMPANY	
URED ychex Business Solutions, Inc.	INSURER 8:			
STING LAB OF THE PALM BEACHES, INC	INSURER C:			
1 Panorama Trail South	INSUFER D:			
chester, NT 14625 7-266-6850	INSURER E:			
OVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE I REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUM INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	INSURED NAMED ABOY ENT WITH RESPECT TO ALL THE TERMS, EXC	LUSIONS AND CUND	PERIOD INDICATED. NOT FICATE MAY BE ISSUED OF TIONS OF SUCH POLICIES.	
IR TYPE OF INSURANCE POLICY NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)	SACH OCCURRENCE	15
GENERAL LIABILITY			FIRE DAMAGE (Any one fre)	8
COMMERCIAL GENERAL LIABILITY			MED EXP (Any use person)] •
CLAIMS MADE OCCUR			PERSONAL & ADV INJURY	3
			GENERAL AGGREGATE	18
GENL AGGREGATE UMT APPLIES PER:			PRODUCTS - COMP/OP AGG	-
POLICY PRO LOC AUTOMOBILE LIABILITY			COMBINED SINGLE UNIT	8
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS			BODILY INJURY (Per person)	3
HIRED AUTOS NON-OMNED AUTOS			BODILY INJURY (Per accident) PROPERTY DAMAGE	
			(Per accident)	
GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT	
ANY AUTO			OTHER THAN AUTO	
		 	EACH OCCURRENCE	
EXCESS UABILITY			AGGREGATE	<u> </u>
OCCUR CLAIMS MADE				<u> </u>
DEDUCTIBLE				18
RETENTION \$			WC STATU- OTI	
A LIABILITY 012007139	06/01/10	06/01/11	TORYLIMITS EF	1 1,000,000
,	}		EL DISEASE - EA BAPLOYEE	\$ 1,000,000
			EL DISEASE - POLICY LIMIT	1,000,000
OTHER				\$
				1
DESCRIPTION OF OPERATIONSA OCATIONSA/SHICLES AUGUSIONS ADDED BY ENDORSEMENTS PECAL WORKERS COMPENSATION COVERAGE IS PROVIDED TO ONLY THOS	PROVISIONS SE EMPLOYEES LEA	SED TO, BUT NO	SUBCONTRACTORS OF	THE NAMED IN
CERTIFIC ATE HOLDER ADDITIONAL NEURED; INSURER LETTER:	CANCELLAT			
CERTIFICATE HOLDER ADDITIONAL REQUEER LETTER:	SHOULD ANY OF	THE ABOVE DESCRIBED	POLICIES SE CANCELLED SEFO	RE THE EXPIRATION D
		SUING INSURER WILL E	NDEAVOR TO MAIL 90 DAYS	WRITTEN HOTICE TO
PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC W	CERTIFICATE HO	LDER NAMED TO THE LES	T, BUT FAILURE TO DO SO SHAL	L IMPOSE NO OBLIGAT