

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 5, 2010 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Engineering & Public Works
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of the Testing Lab Services Annual Agreements with Dunkelberger Engineering & Testing, Inc. (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)

Recommended By: *[Signature]* Director 8/26/10 *[Signature]* Date
Approved By: *[Signature]* County Engineer 9/14/10 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
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.

C. Departmental Fiscal Review: *Whellrite*

III. REVIEW COMMENTS

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

 J.M. [Signature]
 OFMB MC 9-16-10 *9/15/10*

 John J. Jaworski *9/17/10*
 Contract Dev. and Control
E. Jones 9/17/10

B. Approved as to Form and Legal Sufficiency:

This item complies with current County policies.

 Paul F. [Signature] *9/17/10*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

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:

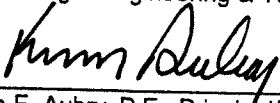
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of October 21, 2010 through October 20, 2011.

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.

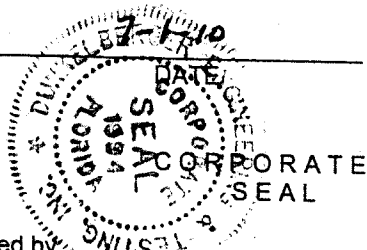


Kevin E. Aubry, P.E., Principal/Project Manager

Attest:


STEPHEN MRACHEK P.E.

7/1/10
DATE



Accepted by:
Palm Beach County Board of Commissioners

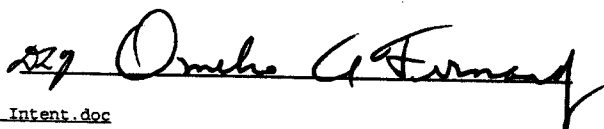
Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:



"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.
JW*

I. SOIL TESTING

1.	Field Density Test (five [5] minimum)	\$	22.00/test
2.	Proctors	\$	85.00/test
3.	Florida Bearing Value Test	\$	30.00/test
4.	Limerock Bearing Ratio Test	\$	275.00/test
5.	Atterberg Limit	\$	75.00/test
6.	Carbonate Content Test	\$	75.00/test
7.	Organic Content Test	\$	50.00/test
8.	D.O.T. Corrosivity	\$	150.00/test
9.	Soil Observation (On Site)	\$	45.00/hr
10.	Natural Sample Moisture Content	\$	10.00/test
11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$	30.00/test

II. CONCRETE & MASONRY MATERIALS

1.	Concrete Compression test (Min four [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	\$	75.00/set
2.	Additional Concrete cylinders	\$	15.00/cyl.
3.	Concrete Compression test only [delivered to lab]	\$	12.00/cyl.
4.	Slump test	\$	10.00/test
5.	Air Content Test	\$	15.00/test
6.	Stand-by	\$	35.00/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$	75.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$	75.00/set
9.	Additional Mortar cubes	\$	10.00/ea.
10.	Masonry Units		
	A. Compressive Strength	\$	50.00/unit
	B. Absorption	\$	25.00/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test	\$	80.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$	35.00/core
12.	Swiss Hammer Testing	\$	45.00/hour
13.	Windsor Probe Test (Min. 3 shots)	\$	160.00/test
14.	Additional Windsor Probe Tests	\$	100.00/test

III. AGGREGATE TESTING

1.	Grain size determination:		
	A. Full grain size (8 sieves)	\$	65.00/test
	B. Wash through (#200)	\$	45.00/test
2.	Sieve Analysis - Coarse Aggregate	\$	85.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$	50.00/test

IV. ASPHALT TESTING

1.	Asphalt Cores (obtaining core samples)	\$	50.00/each
2.	Asphalt Extraction & Gradation	\$	75.00/test
3.	Asphalt Density and Thickness	\$	20.00/test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$	100.00/test
5.	Coring Machine plus Generator Rental	\$	250.00/trip

V. INSPECTION SERVICES

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

VI. FIELD EXPLORATIONS

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

VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA

For testing (all tests)	\$	75.00/trip
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VIII. OVERTIME

150% of basic rate

IX. ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.

X. ENGINEERING AND PROFESSIONAL SERVICES

Principal Engineer (If Needed/At Option of PBC)	\$	145.00/hour
Senior Geotechnical Engineer	\$	120.00/hour
Engineer, P.E.	\$	90.00/hour
Staff Engineer	\$	75.00/hour
Senior Engineering Technician	\$	65.00/hour
Engineering Technician	\$	45.00/hour
Drafter / CADD	\$	50.00/hour

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) (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.

 7-1-10

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

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

(Attach additional sheets as needed.)

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

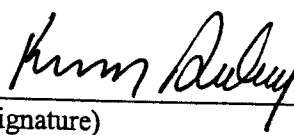
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

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

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

Principal / Project Manager, of Dunkelberger Engineering & Testing, Inc.
(Title/Position) (Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

7-1-10
(Date)

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ACORD - CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 Commercial Ins. Specialists, Inc.
 P.O. Box 17738
 Tampa, Fl. 33682
 813-949-0481

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

DATE (MM/DD/YYYY)
 7/1/2010

INSURED
 DUNKELBERGER ENGINEERING & TESTING, INC.
 607 N.W. COMMODITY COVE
 PORT ST. LUCIE, FL. 34986
 561-689-4299 (West Palm Beach)

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A LEXINGTON INSURANCE 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.

GEN. AGG. LTR. NEED	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"/> CLAIMSMADE <input type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$, AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$, AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				HOSPITAL, DAY CARE, OTHER \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER PROF. LIAB INCLUDING POLLUTION LIAB.	28395911	09-10-09	09-10-10	EACH CLAIM: \$ 2,000,000 AGGREGATE: \$ 2,000,000

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

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

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COMMISSIONERS
 C/O ENGINEERING & PUBLIC WORKS DEPT.
 ATTN: DAVE YOUNG, P.E.
 SPECIAL PROJECTS MGR.
 2300 N. JOG ROAD
 WEST PALM BEACH, FL. 33411-2745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John A. Howard

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2010

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

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

INSURED
DUNKELBERGER ENGINEERING & TESTING, INC.
607 N.W. COMMODITY COVE
PORT ST. LUCIE, FL 34986
561- 689-4299 (w. Palm)

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AUTO-OWNERS INS. CO.	
INSURER B: F.C.C.I. INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	964682 20528130	04-20-10	04-20-11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	95-408-349-00	04-20-10	04-20-11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	95-408-349-01	04-20-10	04-20-11	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001-WC10A-30634	04-20-10	04-20-11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

"FOR ALL PROJECTS WITH PALM BEACH COUNTY"

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS AN ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY & UMBRELLA LIABILITY ONLY FOR THIS PROJECT. THE UMBRELLA LIABILITY LIMITS ARE EXCESS OVER THE GENERAL LIABILITY AUTOMOBILE LIABILITY & EMPLOYER LIABILITY LIMITS.

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COMMISSIONERS
C/O ENGINEERING & PUBLIC WORKS DEPT.
ATTN: DAVE YOUNG, P.E.
SPECIAL PROJECTS MGR.
2300 N. JOG ROAD
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AUTHORIZED REPRESENTATIVE

John A. Horn

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

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DATED OCTOBER 21, 2008 (R2008-1829)**

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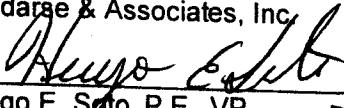
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Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Nodarse & Associates, Inc.


Hugo E. Soto, P.E., VP

7/28/10

DATE
COPIES

Attest: 

Susan Diaz

7/28/10

DATE

Accepted by:
Palm Beach County Board of Commissioners

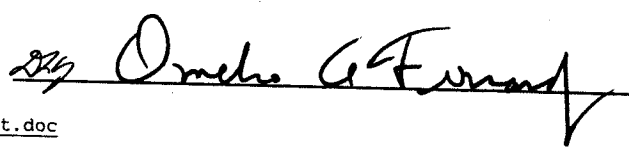
Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:



Rates OK,
JZY

SCHEDULE OF FEES AND SERVICES
FY2010/2011

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5.	Air Content Test.....	\$16.00/test
6.	Stand-by.....	\$ 38.00/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$ 95.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$ 95.00/set
9.	Additional Mortar cubes	\$ 15.00/ea.
10.	Masonry Units	
	A. Compressive Strength	\$ 60.00/unit
	B. Absorption	\$26.50/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test.....	\$ 85.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$ 37.00/core
12.	Swiss Hammer Testing	\$ 45.00/hour
13.	Windsor Probe Test (Min. 3 shots)	\$ 160.00/test
14.	Additional Windsor Probe Tests	\$ 105.00/test

III. AGGREGATE TESTING

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

IV. ASPHALT TESTING

1.	Asphalt Cores (obtaining core samples)	\$ 55.00/each
	(no traffic control required)	
2.	Asphalt Extraction & Gradation	\$ 105.00/test
3.	Asphalt Density and Thickness	\$ 21.00/test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$ 105.00/test
5.	Coring Machine plus Generator Rental.....	\$ 200.00/trip

V.	INSPECTION SERVICES	
1.	Concrete Inspection (on job-site or plant)	\$ 55.00/hour
2.	Pile Driving Inspection.....	\$ 60.00/hour
3.	Pre-Stress Yard Inspection	\$ 65.00/hour
4.	Steel Inspection	\$ 65.00/hour
5.	Threshold Inspection	\$ 65.00/hour
VI.	FIELD EXPLORATIONS	
1.	Auger Borings	\$ 10.00/LF
2.	Hand Augers	\$ 10.00/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50')	\$ 14.00/LF
	(51' - 100')	\$ 16.00/LF
4.	Grout bore holes - 0' - 50'	\$ 5.00/LF
	51' - 100'	\$ 6.00/LF
5.	Casing (3-inch diameter) - 0' - 50'	\$ 6.00/LF
	51' - 100'	\$ 9.00/LF
6.	Static Cone Penetration Test (0' -100')	\$ 12.00/LF
7.	Muck Probing (4 hr min.)	\$ 85.00/hour
8.	Mobilization of drilling equipment to project (Min. Charge):	
	1. 50 mile travel	\$ 300.00/trip
	2. 100 mile travel	\$ 400.00/trip
9.	Foundation Analysis and Recommendation	Staff Hours
10.	Percolation test	\$300.00/test
VII.	PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA	
	For testing (all tests)	\$ 100.00/trip
VIII.	OVERTIME	_150_ % of basic rate
IX	ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.	
X.	ENGINEERING AND PROFESSIONAL SERVICES	
	Principal Engineer (If Needed/At Option of PBC)	\$ 160.00/hour
	Senior Geotechnical Engineer	\$ 140.00/hour
	Engineer, P.E.	\$ 115.00/hour
	Staff Engineer	\$ 85.00/hour
	Senior Engineering Technician	\$ 65.00/hour
	Engineering Technician	\$ 50.00/hour
	Drafter / CADD	\$ 60.00/hour

CERTIFICATION STATEMENT

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

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

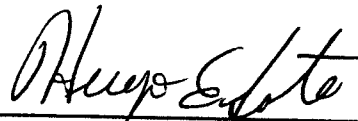
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



Hugo E. Soto, P.E./VP

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 Hugo E. Soto, P.E., as
(Name of Individual)

Vice President, of Nodarse & Associates, Inc.
(Title/Position) (Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

Hugo E Soto 7/28/10
(Signature) (Date)

N:\ROADWAY\CNA\Annuals\TESTING\Nodarse\2010\Disclosure Doc.doc



CERTIFICATE OF LIABILITY INSURANCE

OP ID GS

DATE (MM/DD/YYYY)

07/09/10

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 Huckleberry, Sibley & Harvey Insurance & Bonds, Inc. 1020 N Orlando Ave, Suite 200 Maitland FL 32751 Phone: 407-647-1616 Fax: 407-628-1635		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NODA001	
INSURED Nodarse & Associates, Inc. Darlene Bradley 1675 Lee Road Winter Park FL 32789		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: AM Best Rating AXV INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443	

COVERAGES

CERTIFICATE NUMBER:

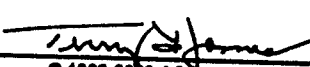
REVISION NUMBER:

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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional & Pollution GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ECH288299540 FULL PRIOR ACTS COVERAGE DED \$100,000	02/01/10	02/01/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP 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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Testing Lab Annual Agreement. For all projects with Palm Beach County.

CERTIFICATE HOLDER**CANCELLATION**

PALMBEA Palm Beach County Board of Commissioners c/o Engineering & Public Works Department 2300 N Jog Road West Palm Beach FL 33411-2745	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 
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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.



John Adair, P.E., President

7.23.2010

DATE

Attest: 

July 23 2010

DATE

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:



PROFESSIONAL ENGINEERING SERVICES THROUGHOUT SOUTH FLORIDA SINCE 1961

SCHEDULE OF FEES AND SERVICES
FY2010/2011

*Rates OK
DJY*

Note: The intent of the contract is to include all labor, materials, transportation, set-up, fuel, equipment, and other items necessary to complete the item of work. All items incidental to or necessary for the completion of the item shall be included in the price.

I. SOIL TESTING

1.	Field Density Test (five [5] minimum)	\$ 23.00/test
2.	Proctors	\$ 90.00/test
3.	Florida Bearing Value Test	\$ 40.00/test
4.	Limerock Bearing Ratio Test	\$275.00/test
5.	Atterberg Limit	\$ 85.00/test
6.	Carbonate Content Test	\$ 70.00/test
7.	Organic Content Test	\$ 40.00/test
8.	D.O.T. Corrosivity	\$175.00/test
9.	Soil Observation (On Site)	\$ 55.00/hr.
10.	Natural Sample Moisture Content	\$ 15.00/test
11.	Unit Weight and Moisture Content (Undisturbed Sample) .	\$ 50.00/test

II. CONCRETE & MASONRY MATERIALS

1.	Concrete Compression test (Min four [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	\$ 80.00/set
2.	Additional Concrete cylinders	\$ 15.00/cyl.
3.	Concrete Compression test only [delivered to lab]	\$ 15.00/cyl.
4.	Slump test	\$ 12.00/test
5.	Air Content Test	\$ 18.00/test
6.	Stand-by.....	\$ 50.00/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$ 80.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$ 80.00/set
9.	Additional Mortar cubes	\$ 15.00/ea.
10.	Masonry Units	
	A. Compressive Strength	\$ 65.00/unit
	B. Absorption	\$ 55.00/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test.....	\$ 85.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$ 45.00/core
12.	Swiss Hammer Testing	\$ 55.00/hour
13.	Windsor Probe Test (Min. 3 shots)	\$150.00/test
14.	Additional Windsor Probe Tests	\$100.00/test

III. AGGREGATE TESTING

1.	Grain size determination:	
	A. Full grain size (8 sieves)	\$ 65.00/test
	B. Wash through (#200)	\$ 45.00/test
2.	Sieve Analysis - Coarse Aggregate	\$ 85.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$ 80.00/test

IV. ASPHALT TESTING

1.	Asphalt Cores (obtaining core samples)	\$ 50.00/ea.
2.	Asphalt Extraction & Gradation	\$140.00/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.....	\$225.00/trip

V. INSPECTION SERVICES

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

VI. FIELD EXPLORATIONS

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

VII. PREMIUM FOR TRAVEL COSTS TO BELLE GLADE AREA

For testing (all tests)	\$125.00/trip
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VIII. OVERTIME 150 % of basic rate

IX. ANY ADDITIONAL TESTING OR SERVICES AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY.

X. ENGINEERING AND PROFESSIONAL SERVICES

Principal Engineer (If Needed/At Option of PBC)	\$150.00/hr.
Senior Geotechnical Engineer	\$125.00/hr.
Engineer, P.E.	\$110.00/hr.
Staff Engineer / Project Manager	\$ 85.00/hr.
Senior Engineering Technician	\$ 60.00/hr.
Engineering Technician	\$ 55.00/hr.
Drafter / CADD	\$ 60.00/hr.



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

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



John Adair, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

(Attach additional sheets as needed.)

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

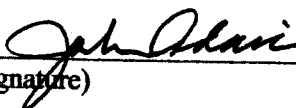
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

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

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

President, of Testing Lab of the Palm Beaches, Inc.
(Title/Position) (Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

 7.23.2010
(Signature) (Date)

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2009

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

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

INSURED
TESTING LAB OF THE
PALM BEACHES, INC.
421 S. "H" STREET
LAKE WORTH, FL 33460

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	HOUSTON CASUALTY CO.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED Does this insured provide special provisions below: OTHER PROF. LIAB				WA STATUS: <input type="checkbox"/> TOWNSHIP <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
A INCL. POLLUTION LIAB.	HC091046904	10-25-09	10-25-10	EACH CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

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

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

CERTIFICATE HOLDER
 PALM BEACH COUNTY
 ROADWAY PRODUCTION
 ATTN: DAVID YOUNG, P.E.
 2300 N. JOG ROAD
 3RD FLOOR, WEST WING
 WEST PALM BEACH, FL. 33411

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
John A. Harshbarger
 © ACORD CORPORATION 1988

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2010

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

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

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

INSURERS AFFORDING COVERAGE

INSURER A:	AUTO-OWNERS INS. CO.	NAIC#
INSURER B:	SOUTHERN-OWNERS INS. CO.	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

FORM NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	014612 20603549	06-23-10	06-23-11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42-902-129-00	06-23-10	06-23-11	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	42-917-571-00	06-23-10	06-23-11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS HERE OTHER				WC & ATT-TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: FOR ALL PROJECTS WITH PALM BEACH COUNTY

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE NAMED AS "ADDITIONAL INSURED" AS TO GENERAL LIABILITY

CERTIFICATE HOLDER

PALM BEACH COUNTY
ROADWAY PRODUCTION
ATTN: DAVID YOUNG, P.E.
2300 N. JOG ROAD
3RD FLOOR, WEST WING
WEST PALM BEACH, FL. 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John A. Howard
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ACORD 28 (2001/08)

FAX 561 684-4166

100/100

COML INS SPECIALISTS

06/18/2010 12:29 FAX 8139495583

853687383

Paychex Agency Service C

03:18:24 p.m. 06-14-2010

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/14/10
PRODUCER Paychex Insurance Agency, Inc. 150 Sawgrass Dr Rochester, NY 14620 INSURED Paychex Business Solutions, Inc. TESTING LAB OF THE PALM BEACHES, INC 911 Panorama Trail South Rochester, NY 14625 877-266-6850	1-877-266-6850	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - 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) \$ AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	012007139	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY 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
	OTHER				\$ \$ \$

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

CERTIFICATE HOLDER PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS MR DAVE YOUNG P.O. BOX 21229 WEST PALM BEACH, FL 33416 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 90 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 <i>Deane Switzer</i>
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