

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

Meeting Date: October 4, 2011

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contracts with three firms to provide environmental assessment services on a continuing contract basis for Facilities Development and Operations Department:

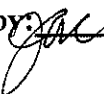
- A) Dunkelberger Engineering & Testing, Inc.
- B) URS Corporation Southern.
- C) REP Associates, Inc.

Summary: The purpose of these contracts is to have consultants under contract to provide environmental services for condition assessment, identification of remedial activities, and related consulting and remediation observation services for Facilities Development and Operations Department. These services are required on both County-owned properties and properties being considered for acquisition, and those on which grants are being considered for third parties. Consultant fees will be negotiated on an individual basis for each identified project. These contracts will be for two (2) years with two (2)-one (1) year extension options. All of the firms have agreed to meet or exceed the Small Business Enterprise (SBE) goal of 15%. Each consultant has included a list of certified small business subconsultants which they intend to use to meet the SBE goal. All firms are Palm Beach County companies. (Capital Improvements Division) Countywide (JM).

Background and Justification: Selection was performed under Board adopted procedures and the Consultants Competitive Negotiation Act (CCNA) Florida Statute 287.055 on July 22, 2011. Three firms were selected for these services. Work will be authorized through individual task authorizations when they are required during the term of the contracts.

Attachments:

- 1. Dunkelberger Engineering & Testing, Inc. Contract w/Disclosure of Ownership Interests
- 2. URS Corporation Southern Contract w/Disclosure of Ownership Interests
- 3. REP Associates, Inc. Contract w/Disclosure of Ownership Interests

Recommended by:  Arman Wolf 9/20/11
Department Director Date

Approved by:  9/27/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
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	*				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Reporting Category _____

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

* **Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.**

C. Department Fiscal Review: _____ *[Signature]* 9.15.11

III. REVIEW COMMENTS:

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

 OFMB *[Signature]* 9/20/11
 9/19/11 *[Signature]* 9/21/11

 Contract Administrator *[Signature]* 9/23/11
 These contracts comply with our review requirements.

B. Legal Sufficiency:

 Assistant County Attorney *[Signature]* 9/26/11

C. Other Department Review:

 Department Director

CONTRACT FOR PROFESSIONAL SERVICES
for
ENVIRONMENT ASSESSMENT SERVICES

This Contract is made as of _____ by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Dunkelberger Engineering & Testing, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0476374.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

DEFINITIONS:

Approval, Acceptance, Authorization when referring to the COUNTY shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

SECTION I - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 CONSULTANT shall provide for professional consultation and advice for furnishing environmental assessment services as more particularly described in Exhibit A.

1.1.2 The services of this Contract may include a series of many separate individual tasks (projects). Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplated under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

1.1.3 Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation

will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this contract.

1.1.4 Each task performed under this Contract will be assigned to CONSULTANT for accomplishment by a separate written service authorization. For each task COUNTY will require CONSULTANT to provide a proposed written scope of services including detailed cost, schedule, and SBE participation, for COUNTY review. Upon mutual agreement of the scope of services, cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), and schedule, COUNTY will issue a notice to proceed for each assigned task.

1.1.5 The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those listed in EXHIBIT A.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Notification

CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work that increase or decrease the CONSULTANT'S cost or the duration of CONSULTANT's services.

2.2 Additional Compensation

2.2.1 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.2 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size,

complexity of COUNTY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies reports or documents, or are due to any other causes beyond CONSULTANT's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the CONSULTANT.

2.3.3 Furnishing services of specialty professional associates and consultants for other than Basic Services. Sub-contractual services, which include new project team members, may be invoiced at the actual fees paid by the CONSULTANT plus an additional cost of Ten Percent (10%) for these services to compensate CONSULTANT, for the procuring and management of the new sub-consultant, and for the other financial and administrative costs. Sub-contractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

2.3.4 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

2.3.5 Additional services which are to be furnished by COUNTY in accordance with Section 3, and services not otherwise provided for in this Contract.

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.3 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.4 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.3 of this Contract or other services as required.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue for a period of two (2) years, with two (2) one (1) year renewal options at the sole discretion of COUNTY and continue until completion of all phases of any outstanding additional service authorizations issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth in each service authorization. The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items is permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity shall be included with each billing with a Schedule 3(a) Professional Services Activity Report (SBE). A schedule update of consultant's work shall be included with each billing.

5.3 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.4 Fixed Price Method of Payment: Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, SBE participation, out of pocket expenses and other related costs supporting the proposed work. Sub-contractual services shall be included at the actual fees proposed by the CONSULTANT's subconsultants. Fixed price contracts shall include all services including labor, reimbursable, overhead and profit as part of the fixed price.

5.5 Computation of Time Charges/Not to Exceed Method of Payment: When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates which shall not exceed established hourly rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor. The labor rates, overhead and profit factors are subject to audit.

5.5.2 Sub-contractual service shall be invoiced at the actual fees paid by the CONSULTANT. Sub-contractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

5.5.3 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S independent professional associates directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated at the time of negotiating this Contract. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

SECTION 6 – NOT USED

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute in the areas of practice required for this project. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANTS possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT'S best skill, efforts and judgment commensurate with consulting firms of national repute in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and stated objectives and recognized professional standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

7.2 Termination

This Contract may be canceled by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice, and except as otherwise directed by the COUNTY the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of

the terminated work.

- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs 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 rights under this "Certificate" within three (3) years following final payment. County has the authority and right to audit CONSULTANT'S records under this provision.

7.4 Personnel

7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel or

subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in 7.1 above.

7.4.2 CONSULTANT'S Representative

The CONSULTANT'S Representative shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the project through completion. The Representative shall not be removed from his-her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT'S designated Representative and the right to require the CONSULTANT to replace its designated Representative with another individual acceptable to the COUNTY.

7.5 Subconsultants

7.5.1 The COUNTY reserves the right to accept the use of a sub-consultant, or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek small business enterprises for participation in subcontracting opportunities. SBE participation will be established in accordance with COUNTY ordinances and COUNTY Office of Small Business Assistance, the CONSULTANT agrees to make a good faith effort to meet the goals so established.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace any sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to the right of the COUNTY to reject the new sub-consultant.

7.5.2 SBE Participation

The CONSULTANT agrees to abide by all provisions of Palm Beach County SBE Ordinance, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract. The SBE participation goals for this Contract are 15%. CONSULTANT has estimated its SBE participation for this CONTRACT to be 21%. CONSULTANT will make every effort to include SBE participation in every task order.

The CONSULTANT incorporates Schedule 1 (List of Proposed SBE-M/WBE Prime and/or Subconsultants) and Schedule 2 (Letter of Intent) attached hereto as Exhibit C and made a part hereof, the names, addresses, scope of work, estimated percentage of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE subconsultants on Schedule 1

agreeing to perform the Contract at the listed dollar value. A Schedule 1 with associated Schedule 2s with dollar amounts will be required for each task authorization.

The CONSULTANT understands that each small business firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the contract goal.

The CONSULTANT understands that it is the responsibility of the Department letting the Contract and the office of SBE to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Contract.

The CONSULTANT further agrees to provide the COUNTY with a copy of the CONSULTANT'S Contract with the SBE subconsultant or any other related documentation upon request.

CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of SBE firms. Any SBE which, for any reason, no longer remains associated with the contract of CONSULTANT shall be replaced with other certified SBEs, unless approval to the contrary is granted by the COUNTY.

The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub-consultants quotations to other bidders or potential bidders.

The CONSULTANT agrees to maintain all records and information necessary to document compliance with the Ordinance and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

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 or expression, or familial status.

7.7 Independent Contractor Relationship

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an

Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Contract.

The CONSULTANT represents that all sub-consultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

7.8 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, fit, or any other consideration contingent upon or resulting from the award of marking of this Contract.

7.9 Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 INSURANCE

7.12.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Retroactive Date shall be shown on the Certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 Waiver of Subrogation CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.12.8 Certificate(s) of Insurance Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificates shall be addressed to Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604.

7.12.9 Umbrella or Excess Liability If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.12.10 Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

7.14 Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

7.15 Indemnification

The CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the CONSULTANT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, agents.

The CONSULTANT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributorily negligent.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.16 Conflict of Interest

For every proposal provided by the CONSULTANT in response to a task assigned under this Contract, the CONSULTANT shall provide COUNTY with an executed a Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein.

Any actual or potential conflict between the CONSULTANT'S interests and the CONSULTANT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the CONSULTANT. The CONSULTANT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 Excusable Delays

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the County the CONSULTANT'S failure to perform was without it or its sub-consultants fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

7.18 Arrears

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If COUNTY elects to make the change, the COUNTY will issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.20 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5604

and if sent to the CONSULTANT shall be mailed to:

Mr. Thomas J. Tepper, P.E.
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, FL 33405

7.21 If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.22 Entirety of Contractual Agreement

7.22.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.22.2 This Contract includes the following exhibits, which are attached hereto and made a part hereof:

- Exhibit A - Scope of Work
- Exhibit B - Hourly Rates and Unit Prices
- Exhibit C - SBE-M/WBE Schedules 1 & 2
- Exhibit D - Insurance Certificates
- Exhibit E - Conflict of Interest Disclosure Form

7.23 Successors and Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.24 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors 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).

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Annex Wolf
Director, FD&O

By: [Signature]
County Attorney

WITNESS:

CONSULTANT:

DUNKELBERGER ENGINEERING
& TESTING, INC

[Signature]
Signature

[Signature]
Signature

SHERIL A. SIMEON
Name (type or print)

THOMAS J TEPPER
Name (type or print)

VICE PRESIDENT
Title

Exhibit A

Scope of Work

The consultant shall serve as the County's professional engineering/environmental representative for various projects. Examples of work include, but are not limited to:

A. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

B. Phase II Environmental Site Assessment

Based on the Phase I ESA, the County may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities (i.e. soil excavation, free product recovery).

C. Assessment/Corrective Actions

In instances where the County elects to assume the responsibilities for corrective actions, the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

D. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with County owned storage tanks, the consultant may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns

E. Operation, Monitoring & Testing

In certain instances, the County may require short or long term operation, monitoring and testing at properties. The consultant may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue sit rehabilitation when site contaminant levels have changed or dissipated.

F. HUD Environmental Review Record

Housing and Community Development (HCD) is a recipient of U.S. Department of Housing and Urban Development (HUD) grants. As such, PBC/HUD is authorized to assume the responsibilities for environmental review, decision-making, and action that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of laws that furthers the purposes of NEPA, as specified in 24 CFR Part 58. Provide environmental services in support of the compilation of Environmental Review Record(s) (ERRs) as required of HCD, as the responsible entity, to HUD.

Extensive knowledge of applicable requirements of local, state, and federal environmental laws and regulations, the NEPA of 1969 as amended, the Council on Environmental Quality (CEQ) regulations, and related environmental authorities and regulations is a requirement.

The environmental review process consists of all actions that the County must take to determine compliance with HUD regulations prior to obtaining approval for the release of federal funds. Environmental services are needed for the compilation of the Environmental Review Record (ERR) to be in compliance with Federal regulations pursuant to 24 CFR Part 58 requirements. The environmental review will need to be prepared for each project and/or activity. The level of environmental review is based on the nature of the project or activity.

G. Asbestos Surveys

At times the County may need Asbestos Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associates analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the County. Asbestos consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local asbestos regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.

Dunkelberger Engineering & Testing, Inc.

Professional Consulting Services for
Environmental Assessment Services on a Continuing Contract Basis

Schedule of Fees - 2011

Engineering and Professional Services

1. Principal Engineer.....	\$ 146.03/hour
2. QA/QC Officer.....	\$ 146.03/hour
3. Senior Engineer.....	\$ 124.77/hour
4. Project Manager.....	\$ 84.64/hour
5. Staff Engineer/Scientist.....	\$ 75.22/hour
6. Senior Environmental Technician.....	\$ 62.89/hour
7. Drafter/CADD Operator.....	\$ 63.72/hour
8. Administrative Assistant.....	\$ 45.09/hour

Environmental Field Services (equipment & supplies)

1. Field Groundwater Filters (1.0-micron).....	\$ 20.00/each
2. Organic Vapor Analyzer (OVA) Rental.....	\$ 250.00/day
3. Groundwater Sampling Supplies and Equipment.....	\$ 100.00/day
4. Turbidity Meter.....	\$ 30.00/day
5. Water Level Indicator.....	\$ 25.00/day
6. Soil Sampling Supplies and Equipment (SS hand auger).....	\$ 75.00/day
7. Use of Coring Machine.....	\$ 250.00/day
8. Boat for surface water sampling.....	\$ 200.00/day
9. Van Doren Surface Water sampler.....	\$ 75.00/day
10. 55-Gallon Storage Drums.....	\$ 100.00/each
11. Geoprobe Direct Push Rig.....	\$ 1,600.00/day

Subcontractor Environmental Drilling Services
(see RADISE International, Inc. fee schedule)*Subcontractor Laboratory Services*
(see Palm Beach Environmental Laboratories, Inc. fee schedule)

Project No. WPB-11-8075

DUNKELBERGER
engineering & testing, inc.



August 4, 2011
RADISE Proposal No. P11/RB/ENVIR/0801E

Mr. Andrew Petric
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, FL 33405

Office: (561) 689-4299
Fax: (561) 689-5955
Email: Andrew@detinc.net

**Subject: Environmental Assessment Services
Palm Beach County, Florida**

Dear Mr. Petric:

INTRODUCTION

RADISE International, LC (RADISE) is pleased to submit this fee schedule in connection with the Continuing Contract for Environmental Assessment Services for Palm Beach County. Based on the information provided and our recent discussions, our scope of work for this contract will include the following:

1. Mobilization of drilling equipment
2. Standard Penetration Test (SPT) borings
3. Installation of 2-inch diameter wells
4. Installation of steel manholes
5. Above ground aluminum well covers
6. Abandonment of test wells

COMPENSATION

We propose to render the requested services on an as needed basis in accordance with the unit rates provided in the table 1.


TABLE 1
 UNIT RATE SCHEDULE

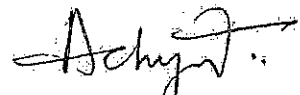
Item / Description	Unit Costs
<i>Field Services</i>	
Mobilization of Equipment	\$350.00/each
Well Abandonment Permit – Palm Beach County Health Department	\$150.00/each
Standard Penetration Test (SPT) Borings – Truck Rig (0' – 50')	\$14.50/lf
(51' – 100')	\$15.50/lf
Well Installation – 2-inch with HSAs	\$35.00/lf
Steel Manholes with pad	\$200.00/each
Above Ground Aluminum Well Covers with pad	\$250.00/each
Well Abandonment – 2 inch Wells	\$8.00 /lf
<i>Professional Services</i>	
Senior Geotechnical Engineer	\$155.00/hr
Professional Engineer	\$125.00/hr
Staff Engineer	\$105.00/hr
Senior Engineering Technician	\$85.00/hr
Engineering Technician	\$65.00 /hr

We appreciate the opportunity to submit these unit rates and look forward to providing the requested services. If you have any questions or need additional information, please contact us at 561-841-0103.

Sincerely,

RADISE International
 Infrastructure Engineers • Software Developers


 Newton M. Brooks
 Construction Services Manager


 Kumar A. Allady, P.E.
 President





ORGANIC PARAMETERS

<u>Volatile Organics</u>	<u>Method</u>	<u>Water</u>	<u>Soil</u>
Volatile Halocarbons (VOH)	8260C	\$75.00	\$90.00
Volatile Aromatics/MTBE (VOA)	8260C	\$60.00	\$75.00
Volatile Halocarbons & Aromatics (VOA/VOH)	8260C	\$110.00	\$135.00
Ethylene Dibromide (EDB)	8260C	\$60.00	\$65.00
Priority Pollutant Volatile Organic (624 list)	8260C	\$130.00	\$140.00
Purgeable Volatiles (GC/MS)	8260C	\$150.00	\$160.00
Library Search Volatiles (GC/MS)	8260C	\$100.00	\$100.00
Zero Head Extraction Volatiles			\$95.00
 <u>Extractable Organics</u>			
Dioxin Scan	8270C	\$100.00	\$100.00
Florida Petroleum Residual Organics	FLPRO	\$90.00	\$90.00
FLPRO Speciation	MADED-EPH	\$325.00	\$325.00
Polynuclear Aromatics Hydrocarbons (PAH)	8270C	\$110.00	\$115.00
PAH's by SIM (Selective Ion Monitoring)	8270C/SIM	\$150.00	\$160.00
Phenols (GC/MS)	8270C	\$125.00	\$125.00
Phthalates (GC/MS)	8270C	\$125.00	\$125.00
Priority Pollutant Extractable Organics (625 list)	8270C	\$220.00	\$220.00
Priority Pollutant Extractable Organics	8270C	\$255.00	\$255.00
Library Semi-Volatile (GC/MS)	8270C	\$100.00	\$100.00
 <u>PCB's/Pesticides/Herbicides</u>			
Organochlorine Pesticides	8081A	\$110.00	\$110.00
Organochlorine Pesticides & PCB's	8081A/8082	\$130.00	\$130.00
PCB's	8082	\$80.00	\$80.00
Organophosphorous Pesticides	8141A	\$130.00	\$145.00
Organophosphorous Pesticides incl. (Atrazine & Simazine) Add.	8141Add.	\$160.00	\$175.00
Chlorinated Herbicides	615/8151B	\$175.00	\$180.00
Carbamates	531.1/8318	\$180.00	\$185.00
Paraquat	549.2	\$200.00	\$225.00
Diuron	8321 Mod	\$130.00	\$145.00
Glyphosate	547 Mod	\$160.00	Quote



Palm Beach Environmental
Laboratories, Inc.

2011

METALS ANALYSES

<u>PARAMETER</u>	<u>PRICE</u>
RCRA-4 Metals (As, Cd, Cr, Pb)	\$68.00
RCRA-8 Metals (Ag, As, Ba, Cd, Cr, Pb, Hg, Se)	\$135.00
13 Priority Pollutant Metals (Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn)	\$220.00
TAL Metals: Target Analyst List (Ag, Al, As, Ba, Be, Ca, Cd, Co, Cr, Cu, Fe, Hg, K, Mg, Mn, Na, Ni, Pb, Sb, Se, Tl, V & Zn)	\$315.00
40 CFR 258 Appendix I (Ag, As, Ba, Be, Cd, Co, Cr, Cu, Ni, Pb, Sb, Se, Tl, V, Zn)	\$250.00
Appendix IX (Ag, As, Ba, Be, Cd, Co, Cr, Cu, Hg, Ni, Pb, Sb, Se, Sn, Tl, V, Zn)	\$275.00
TCLP (Toxicity Characteristic Leaching Procedure) (EPA 1311)	\$85.00
SPLP (Synthetic Precipitation Leaching Procedure) (EPA 1312)	\$85.00
Single Metals (EPA 6020B ICP/MS)	\$17.00
Hexavalent Chromium (Cr+6)	Quote
Tributyl Tin	Quote

1550 Latham Road, Suite 2, West Palm Beach, FL 33409
Phone: (561)689-6701, Fax: (561)689-6702
WMBE/SBE



Palm Beach Environmental
Laboratories, Inc.

2011

SOIL INCINERATOR GROUPS

<u>FACILITY</u>	<u>METHOD</u>	<u>PRICE</u>
Virgin Preburn	8260C (VOA/VOH), FLPRO, 8-RCRA & Total Halogens (TOX)	\$390.00
Non-Virgin Preburn	8260C (VOA/VOH), FLPRO, 8-RCRA, TOX & 8082	\$465.00
Clark Environmental Virgin Preburn:	8260C (VOH) FLPRO, 4-RCRA	\$250.00
Clark Environmental Non-Virgin Preburn	8260C (VOH), FLPRO, 4-RCRA Total Halogens and PCB's	\$405.00
Clark Environmental Preburn-Non Petroleum:	8260B, 8270C, 8-RCRA, FLPRO & 8081A	\$680.00
Permafrix	8260C (VOH), 4-RCRA	\$140.00
Waste Management: Okeechobee Landfill	8260C, 8270C, 8-RCRA	\$520.00
Soil Treatment Services (STS Virgin Preburn:)	8260C (VOA/VOH), FLPRO, 4-RCRA	\$265.00
Soil Treatment Services (STS Non Virgin)	8260C (VOA/VOH), FLPRO, 4-RCRA Total Halogens (TOX), 8082	\$425.00
Kleen Soil Preburn:	8260C (VOH), FLPRO, 4-RCRA	\$250.00
KleenSoil Non - Virgin Preburn:	8260C (VOH), FLPRO, TOX, 8082 & 4-RCRA	\$405.00
Miami-Dade-(DERM) Clean Backfill Criteria	TCLP (RCRA-8, Ni, Cu) 8260C (VOA/VOH), 8270C (PAH), FLPRO, Oil & Grease	\$625.00

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WMBE/SBE



Palm Beach Environmental
Laboratories, Inc.

2011

GROUP PRICING

<u>F.A.C. 62-770</u>	<u>Method</u>	<u>Water</u>	<u>Soil</u>
Gasoline & Kerosene Analytical Group- Water	8260C (VOA/VOH), 8270C(PAH), FLPRO, EDB & Lead	\$340.00	
Gasoline & Kerosene Analytical Group- Soil	8260C (VOA), 8270C (PAH), FLPRO 8260C (VOA/VOH), 8270C (PAH) & FLPRO		\$250.00 \$290.00
Used Oil Group (4 RCRA)	8260C, 8270C, FLPRO, 4RCRA	\$525.00	\$555.00
Used Oil Group (8 RCRA)	8260C, 8270C, FLPRO, 8RCRA	\$575.00	\$600.00
If PCB's (8082) are required for Used Oils an additional charge of \$80.00/Sample			
Priority Pollutants Full Scan	8260C, 8270C, 8081/8082, 13 metals Cyanide, Total Phenols (Excl. Dioxin)	\$795.00	\$800.00
Priority Pollutants Extractable Organics	8270C	\$255.00	\$255.00
Priority Pollutants Volatile Organics	8260C	\$150.00	\$160.00
13 Priority Pollutants Metals	Ag, As, Be, Cd, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn	\$220.00	\$220.00
Total Toxic Organics	TTO Volatiles, Semi-Volatiles, Pesticides & PCBs	\$500.00	\$510.00
Hazardous Waste Characterization	TCLP, Ignitability, Corrosivity, pH, Reactivity, TOX, Releasable Cyanide, Releasable Sulfide, Paint Filter Liquids Test	Quote	Quote
Corrosion Series	Chloride, Sulfate, pH and Resistivity		\$85.00

1550 Latham Road, Suite 2, West Palm Beach, FL 33409
Phone: (561)689-6701, Fax: (561)689-6702
WMBE/SBE



2011

FLORIDA DRINKING WATER (FAC 62-550)

Table 1 Primary Inorganics Standards Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cyanide, Fluoride, Lead, Mercury, Nickel, Nitrate + Nitrite, Selenium, Sodium & Thallium. (excluding asbestos)	\$265.00
Table 2 Volatile Organics (VOC's) Volatile Organic Compounds (524.2) Trihalomethanes Total (524.2)	\$160.00
Table 3 (Synthetic Organics (Pesticides & PCB's) 504, 508.1 515.1, 525.2, 531.1, 547, 548.1 549.2	\$875.00
Table 4 Secondary Drinking Water Standards Aluminum, Chloride, Color, Copper, Fluoride, MBAS, Iron, Manganese, Odor, pH (field), Silver, Sulfate, TDS & Zinc	\$225.00
Table 5 Group I Unregulated Organic Contaminants 525.2, 515.1, 531.1	\$550.00
Table 6 Group II Unregulated Organic Contaminants 524.2	\$140.00
Table 7 Group III Unregulated Organic Contaminants 625	\$250.00
Haloacetic Acids (HAAs)	\$165.00
Trihalomethanes (THM's)	\$75.00
Lead and Copper	\$40.00
Nitrate + Nitrite	\$40.00
Radionuclides	
Gross Alpha	\$50.00
Gross Alpha Co Precipitation (High solids method)	\$75.00
Radium 226	\$130.00
Radium 228	\$150.00
Asbestos	\$210.00



2011

WET CHEMISTRY

<u>PARAMETER</u>	<u>Method</u>	<u>Price</u>
Alkalinity, Total	EPA 310.1	\$20.00
Bromate	EPA 300.1	\$35.00
Bromide	EPA 300.0	\$30.00
Carbonaceous BOD5/BOD	EPA SM5210B	\$60.00
Carbon, Total Organic (TOC) water	EPA 415.1/9060/SM5310C	\$40.00
Carbon, Total Organic (TOC) soil	EPA 415.1/9060	\$60.00
Chemical Oxygen Demand (COD)	EPA 410.4	\$30.00
Chloride	EPA 300/SM4500/9056	\$25.00
Chlorophyll A	SM 10200H	\$60.00
Color (APHA)	EPA 110.2/2120B	\$26.00
Conductivity	EPA 120.1/SM2510B	\$10.00
Cyanide, Total	EPA 335.4/SM4500	\$60.00
Flashpoint – liquids	1010 Pensky-Martin	\$45.00
Fluoride	EPA 300/SM4500/9056	\$25.00
Foaming Agents Detergents (MBAS)	EPA 425.1/SM5540C	\$40.00
Hardness, Total	6010/SM2340C	\$20.00
Hydrogen Sulfide (Titration)	EPA 376.2/9030	\$25.00
Ignitability – solids	1010	\$45.00
Moisture Content % H ₂ O	EPA 160.3	\$10.00
Odor	SM 2150B/140.1	\$15.00
Oil & Grease	EPA 1664/9071	\$55.00
pH	EPA 150.1/9045	\$10.00/15.00
Phenols, Total	EPA 420.4	\$30.00
Salinity	SM 2520B	\$25.00
Silica	EPA 370.1/SM4500	\$25.00
Specific Conductance	EPA 120.1/9050	\$10.00
Sulfate	EPA 375.4, 300	\$25.00
Total Dissolved Solids (TDS)	EPA 160.1	\$22.00
Total Settable Solids (SS)	EPA 160.5	\$22.00
Total Solids (TS)	EPA 160.3/SM2540G	\$22.00
Total Suspended Solids (TSS)	EPA 160.2	\$22.00
Total Volatile Solids (TVS)	EPA 160.4/SM2540G	\$22.00
TOX (Total Organic Halogens)	EPA 5050/9253	\$80.00
Turbidity	EPA 180.1	\$15.00

1550 Latham Road, Suite 2, West Palm Beach, FL 33409
Phone: (561)689-6701, Fax: (561)689-6702
WMBE/SBE



2011

WET CHEMISTRY

<u>PARAMETER</u>	<u>Method</u>	<u>Price</u>
Nutrients		
Ammonia, Nitrogen	EPA 350.1	\$25.00
Kjeldahl, Total Nitrogen (TKN)	EPA 351.2	\$25.00
Nitrate, Nitrogen	EPA 353.2/9056/4500	\$25.00
Nitrite, Nitrogen	EPA 353.2/300/SM4500	\$25.00
Nitrate+Nitrite, Nitrogen	EPA 353.2/300/9056	\$40.00
Nitrogen, Total (NO ₂ +NO ₃ +TKN)	EPA 351.2 + EPA 353.2	\$48.00
Organic, Nitrogen	EPA 351.2 + EPA 350.1	\$35.00
Phosphate, Ortho	EPA 365.1/300.0/9056	\$25.00
Phosphorus, Total	EPA 365.4/365.1	\$25.00
Bacteriological		
Fecal Coliform	SM9221E	\$70.00
Total Coliform	SM9221B/MPN	\$70.00
Pesticides/Herbicides in Drinking Water		
Diquat /Paraquat	EPA 549.2	\$200.00
Endothall	EPA 548.1	\$150.00
Glyphosate	EPA 547	\$150.00
NPDES – Storm water		
(pH, (field), Cr+6, Cd, Cu, Hg Method 1631, Pb, Zn, Naphthalene by 625, Benzene by 624, TOC)		Quote

1550 Latham Road, Suite 2, West Palm Beach, FL 33409
Phone: (561)689-6701, Fax: (561)689-6702
WMBE/SBE



Environmental Quality, Inc.
Environmental Science & Planning

Environmental Quality, Inc.
212 US Highway 1, Suite 18
Tequesta, FL 33469

August 1, 2011

Andrew Petric
Project Environmental Scientist
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, FL 33405

RE: EQI Rates

Dear Andrew:

In accordance with your request, please find enclosed Environmental Quality, Inc.'s (EQI) rates for the Professional Consulting Services for Environmental Assessment Services on a Continuing Contract Basis for Palm Beach County that was recently awarded to Dunkelberger Engineering & Testing, Inc. (Dunkelberger). EQI is pleased to be part of the Dunkelberger Team.

Should you have any questions regarding the enclosed rates, please do not hesitate to contact us.

Thank you for the opportunity to be a part of your team, and we look forward to working together with you in the near future.

Sincerely,

Katharine Murray

Katharine Murray
President

Enclosure

Environmental Quality, Inc.
2011 FEE SCHEDULE



Environmental Quality, Inc.
 Environmental Science & Planning

	Regular	Discounted
	Rate	Rate/PBC
President	\$200.00	\$160.00
Corporate Officer	\$190.00	\$152.00
Senior Project Manager	\$125.00	\$100.00
Project Manager	\$110.00	\$88.00
Senior Engineer, Professional Engineer	\$175.00	\$140.00
Project Engineer	\$125.00	\$100.00
Professional Geologist	\$150.00	\$120.00
Project Geologist	\$100.00	\$80.00
Environmental Scientist	\$100.00	\$80.00
Senior Technician	\$80.00	\$64.00
Technician	\$65.00	\$52.00
Computer Technician	\$65.00	\$52.00
Senior Administrative Assistant	\$65.00	\$52.00
Administrative Assistant	\$50.00	\$40.00
Clerical	\$45.00	\$36.00
Courier	\$45.00	\$36.00

Reimbursable Expenses*		
Company Truck Rental		\$50.00/day
Water Level Indicator		\$30.00/day
Peristaltic Pump		\$40.00/day
YSI or equivalent multi field parameter meter		\$125.00/day
Turbidity Meter		\$30.00/day
Field Sampling Kit		\$40.00/day
Kawasaki Mule		\$50.00/day
Swamp Buggy		\$175.00/day
8 1/2 x 11 B/W Copies		0.20/copy
8 1/2 x 11 Color Copies		0.50/copy
Mileage		0.55/mile
Fax		0.20/sheet
Postage		Cost
Outside Printing		Cost

* Reimbursable Expenses required and not listed above will be quoted prior to performance of work



2011 RATE SCHEDULE

CLASSIFICATION	RATE
PRINCIPAL	\$230
PROJECT DIRECTOR	\$185
DEMOGRAPHER / ECONOMIST	\$125
SENIOR ENGINEER/ HYDROGEOLOGIST/ECOLOGIST	\$160
PROJECT MANAGER	\$145
HUD Services LANDSCAPE ARCHITECT	\$125
SENIOR PLANNER	\$120
GIS SPECIALIST	\$115
PROJECT ENGINEER / ENGINEER INTERN	\$115
BROWNFIELDS SPECIALIST	\$115
DESIGNER	\$105
PLANNER	\$100
SENIOR ENVIRONMENTAL TECHNICIAN	\$100
ENVIRONMENTAL SCIENTIST/GEOLOGIST	\$80
FIELD TECHNICIAN	\$75
CLERICAL	\$70

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru December 31, 2011

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce

ETS Environment, Inc.

Asbestos Business License # ZA0000218

Mold Assessor Business License # MRSA1850 / Mold Remediator Business License # MRSR1932

Mold & Asbestos Surveys & Removal * Phase 1 Environmental Assessment * Air Monitoring & Analysis

August 4, 2011

Andrew Petric
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, Fl. 33405

Dear Mr. Petric,

ETS Environment, Inc. is pleased to introduce our fee structure for your use. We are dedicated to high quality work and hope to be of assistance to you in the future. If you have any questions regarding our services please do not hesitate to call our office at (561) 333-0624 or (954) 236-0053.

Asbestos Surveys	75.00 per hour	(two hour minimum)
Bulk Sample Analysis via P.L.M.	10.00 each	
Air Monitoring	400.00 per day	250.00 ½ day
Administrative	50.00 per hour	
Air Sample Analysis via P.C.M.	7.00 each	

24 Hour turn around available on above work
may include additional fee

ETS ENVIRONMENT, INC. greatly appreciates the opportunity to provide quality environmental services at a reasonable cost. It has been a pleasure working with you and we look forward to doing so in the future. Should you have any questions or comments, please do not hesitate to call our offices at any time.

Respectfully submitted,
ETS ENVIRONMENT, INC.



Dennis Emerson I.H.



A Professional Utility Locating Service

August 2, 2011

Mr. Andrew Petric
Project Environmental Scientist
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, FL 33405

Re: Fee Schedule

Mr. Petric,

The following is our standard rate(s) for Electromagnetic (EM) and Ground Penetrating Radar (GPR) services:

Electromagnetic & GPR Field Survey

EM & GPR Field Survey	daily rate	\$1,700/day
Hourly rate (four hour minimum)		\$225/hr

Additional fees for Vacuum Excavation, AutoCAD Map/Report, Maintenance-Of-Traffic (MOT) or other services may apply. All service rates include a two man crew.

Mr. Petric, thank you for this opportunity to serve both Dunkelberger Engineering and Palm Beach County. Feel free to contact us if you have any questions or require additional information.

Sincerely,

Jeffrey C. Poppe, President
Ground Hound Detection Services, inc.

2930 NW Commerce Park Dr., Suite 1
Boynton Beach, FL 33426
561-737-9800 t 561-737-1742 f

8810 Commodity Circle, Unit 23
Orlando, FL 32819
407-658-1030 t 407-658-1380 f

5570 Florida Mining Blvd. S. Suite 405
Jacksonville, FL 32257
904-854-9700 t 904-854-9701 f

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONSULTANTS

NAME OF PRIME CONSULTANT: Dunkelberger Engineering & Testing, Inc.

CONTRACT Professional Consulting Services for Environmental Assessment Services on a Continuing Contract Basis

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Percentage				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. RADISE International, LLC 4152 W. Blue Heron Blvd, Suite 228 Riviera Beach, Florida 33404	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					10%
2. Palm Beach Environmental Laboratories, Inc. 550 Latham Road, Suite 2 West Palm Beach, Florida 33409	<input type="checkbox"/>	<input checked="" type="checkbox"/>			5%		
3. Environmental Quality, Inc. 212 U.S. Highway 1, Suite 18 Tequesta, Florida 33469	<input type="checkbox"/>	<input checked="" type="checkbox"/>			6%		
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)			Total		11%		10%

Total SBE-M/WBE Participation 21%

- Note:
1. The percentages listed on this form must be supported by the Subconsultant included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE, or by the State of Florida as an M/WBE.

EXHIBIT C

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A PROJECT NAME: Environmental Assessment Services

TO: Dunkelberger Engineering and Testing, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a (n) - (check one or more, as applicable):

Small Business Enterprise

Black _____ Hispanic _____ Women Caucasian _____ Other (Please Specify) Asian

Date of Palm Beach County Certification: 10/7/2008 - 10/6/2011

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Environmental Drilling

at the following percentages 10%

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractant, the percentage of any such subcontract must be stated: _____

The undersigned subcontractant understands that the provision of this form to prime consultant does not prevent subcontractant from providing services to other consultants.

RADISE International, L.C.

(Print name of SBE-M/WBE Subconsultant)

By: Achyt
(Signature)

Kumar Allady, P.E., President

(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 5/11/11

SCHEDULE #2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A PROJECT NAME: Environmental Assessment Services

TO: Dunkelberger Engineering
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a (n) - (check one or more, as applicable):

Small Business Enterprise

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: Aug 5th 2008 - Aug 4, 2011

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Environmental Analysis of Groundwater and Soil Samples

at the following percentages 51.

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the percentage of any such subcontract must be stated: _____

The undersigned subcontractor understands that the provision of this form to prime consultant does not prevent subcontractor from providing services to other consultants.

Palm Beach Environmental Laboratory
(Print name of SBE-M/WBE Subconsultant)

By: Diana Magierowski
(Signature)

Diana Magierowski / owner
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 4/25/2011

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. N/A PROJECT NAME: Environmental Assessment Services

TO: Dunkelberger Engineering & Testing, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a (n) - (check one or more, as applicable):

Small Business Enterprise X

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: 2005

The undersigned is certified by the State of Florida:

Minority Business Enterprise Yes

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Environmental Assessment Services- Petroleum Remediation

at the following percentages 6% of Total Work

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractant, the percentage of any such subcontract must be stated: None

The undersigned subcontractant understands that the provision of this form to prime consultant does not prevent subcontractant from providing services to other consultants.

Environmental Quality, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: Katharine Murray
(Signature)

Katharine Murray
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: May 6, 2011

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/15/2011

PRODUCER
COMMERCIAL INS SPECIALISTS INC
POB 17738
T: a, 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 (West Palm Beach)

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AUTO-OWNERS INS. CO. A++ XV	09703
INSURER B: F.C.C.I. INS. CO. A- IX	10178
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.

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	964682 20528130	04-20-11	04-20-12	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <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	04-20-11	04-20-12	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"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
A Y	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	95-408-349-01	04-20-11	04-20-12	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-WC11A-30634	04-20-11	04-20-12	<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
	RE: ANNUAL ENVIRONMENTAL ASSESSMENT SERVICES				

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 & AGENTS ARE CONSIDERED "ADDITIONAL INSURED" ON GENERAL LIABILITY & UMBRELLA LIABILITY POLICIES PER ENDT. ATTACHED. GENERAL LIABILITY & WORKERS COMP. POLICIES INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.

CERTIFICATE HOLDER
 PALM BEACH COUNTY
 CAPITAL IMPROVEMENTS DIVISION
 ATTN: JOHN CHESHER
 2633 VISTA PARKWAY
 WEST PALM BEACH, FL. 33411-5604
 FAX 561 233-0270

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND FAX TO THE CERTIFICATE HOLDER AT THE ADDRESS LISTED ON THE POLICY.~~
~~XXXXXX~~
 AUTHORIZED REPRESENTATIVE

 © ACORD CORPORATION 1988



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2011

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 Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	CONTACT NAME: Jerry Noyola PHONE (A/C No. Ext): (770) 552-4225 FAX (A/C No.): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Dunkelberger Engineering & Testing, Inc. 1225 Omar Road West Palm Beach FL 33405	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Ins. of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER B: Transportation Insurance Co.</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins. of Hartford	20478	INSURER B: Transportation Insurance Co.	20494	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Fire Ins. of Hartford	20478														
INSURER B: Transportation Insurance Co.	20494														
INSURER C: Continental Casualty Company	20443														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 11-12 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			4030471210	9/10/2011	9/10/2012	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									
A	AUTOMOBILE LIABILITY			4030471076	9/10/2011	9/10/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	4030471174	9/10/2011	9/10/2012	EACH OCCURRENCE	\$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 4,000,000	
									\$
			DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4030471126	9/10/2011	9/10/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
C	Professional Liability			MCH288359333	9/10/2011	9/10/2012	Per Claim	\$2,000,000	
	incl. Pollution Liability						Aggregate	\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: ANNUAL ENVIRONMENTAL ASSESSMENT SERVICES; PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS AN ADDITIONAL INSURED ON THE ABOVE REFERENCED LIABILITY POLICIES WITH THE EXCEPTION OF WORKERS COMPENSATION & PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER FACILITIES DEVELOPMENT & OPERATIONS CAPITAL IMPROVEMENTS DIVISION MORINE HASLAM 2366 VISTA PKWY WEST PALM BEACH, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joshua Howell/JERRY
--	---

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT 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.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT 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 CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT.

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

THIS DISCLOSURE is submitted by, _____, as
(Name of Individual)

(Title/Position)

(Firm Name of CONSULTANT)

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

(Signature)

(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared
THOMAS J TEPPER, hereinafter referred to as "Affiant," who being
by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or
[X] the VICE PRESIDENT of DUNKELBERGER ENGINEERING & TESTING, INC.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 103 HALF MOON CIRCLE, UNIT G2
HYPOLEXO, FLORIDA 33462

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Thomas J Tepper
THOMAS J TEPPER, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 3rd day of AUGUST, 2011,
by THOMAS TEPPER, [X] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.

Sheril A. Simeon
Notary Public
SHERIL A. SIMEON
(Print Notary Name)
State of Florida at Large
My Commission Expires: 9-20-11

