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

#### Meeting Date: October 2, 2012

[X] Consent [] Regular [] Workshop [] Public Hearing

Department: Submitted By: Engineering & Public Works Submitted For: Roadway Production Division

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** The renewal of the Construction Materials Testing, Geotechnical Engineering and Inspection Annual Agreements with Ardaman & Associates, Inc., (Ardaman), whose original agreement was dated November 1, 2011, R2011-1682, Nodarse & Associates, Inc., A Terracon Company, (Nodarse), whose original agreement was dated November 1, 2011, R2011-1683 and Nutting Engineers of Florida, Inc., (Nutting), whose original agreement was dated October 18, 2011, R2011-1556.

**SUMMARY:** Approval of these renewal agreements will extend the required professional services for one year, on a work task order basis. The renewal agreements with Ardaman and Nodarse will continue for the period from November 1, 2012 through October 31, 2013. The renewal agreement with Nutting will continue for the period from October 18, 2012 through October 17, 2013. These are the first renewals of two possible one year renewals contemplated in the original agreements. Ardaman and Nodarse both have offices in Palm Beach County, but are not certified Small Business Enterprises (SBE). Nutting is a Palm Beach County company and is a certified SBE.

#### Countywide (MRE)

**Background and Justification:** In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, the above listed consulting firms were selected to perform professional services relative to Palm Beach County (County) needs, and are presently under agreement with the County on an annual contractual basis. It is the consensus of the user Departments that these consulting firms have, within the provisions of their agreements, provided the professional services requested by the County. Since they remain in good standing and wish to continue to provide the professional services as indicated in their agreements, the County agrees to renew their agreements for one year.

These renewal agreements have been reviewed with the above listed consulting firms, and staff recommends the first renewal of the attached consultant annual agreements. This transaction will maintain the continuous process of professional services required by the County.

#### Attachments:

- 1. Renewal Agreement with Ardaman includes Certificate of Insurance (2)
- 2. Renewal Agreement with Nodarse includes Certificate of Insurance (2)
- 3. Renewal Agreement with Nutting includes Certificate of Insurance (2)

Recommended By:	2 young	8-14-12
for	Director	Date
Approved By:	Will	9/4/12
	County Engineer	Date

, **\**r

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#### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
<b>Operating Costs</b>	-0-	-0-	-0-	-0-	-0-
External Revenues	0-	-0-	-0-	-0-	-0-
<b>Program Income (County)</b>	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	0-	0	-0-	-0-
NET FISCAL IMPACT	<u>s</u>	-0-	-0-	0-	-0-
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund\_\_\_ Dept.\_\_\_ Unit\_\_ Object Program

**Recommended Sources of Funds/Summary of Fiscal Impact:** 

Fiscal impact is indeterminable at this time. These professional services are authorized to provide services on a task order basis. Funding will be established by project as necessary.

awen C. Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

Contract Dev.

/and/Contro

12

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

B. Approved as to Form and Legal Sufficiency:

Attorney Countỳ

C. Other Department Review:

**Department Director** 

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

F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2013\00.NO IMPACT.TASK ORDER.PROF SERV.DOC



## Ardaman & Associates, Inc.

Geotechnical, Environmental and Materials Consultants

June 12, 2012

Palm Beach County Board of Commissioners C/O: Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411-2745 Attn: David Young, P.E., Special Projects Manager

#### RE: RENEWAL AGREEMENT FOR CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION ANNUAL AGREEMENT DATED NOVEMBER 1, 2011 (R2011-1682)

Dear Sir:

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of November 1, 2012 through October 31, 2013.

We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

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

Sincerely, Ardaman & Associates, Inc. Mark L. Mongeau, Vice President

> CORPORATE SEAL

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8-

DATE

Accepted by: Palm Beach County Board of Commissioners

Attest DATE

Attest: Sharon R. Bock, Clerk and Comptroller

BY:

Shelley Vana, Chair

\_\_\_\_\_

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

**Deputy Clerk** 

aus DIVISION DIRECTOR fr

F:\ROADWAY\CCNA\Annuals\TESTING\Ardaman\2012\Renewal\_Intent

2200 North Florida Mango Road, Suite 101, West Palm Beach, Florida 33409 Phone (561) 687-8200 FAX (561) 640-7375

Offices in: Bartow, Baton Rouge, Cocoa, Fort Myers, Miami, New Orleans, Orlando, Port Charlotte, Port St. Lucie, Sarasota, Tallahassee, Tampa, W. Palm Beach

BY:



Ardaman & Associates, Ir

Attachment 1 - Page 2 of 6

Geotechnical, Environmental and Materials Consultants

June 14, 2012

Mr. David Young, P.E., Special Projects Manager Palm Beach County Board of Commissioners C/o Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411-2745

Dear Mr. Young:

This letter is to confirm that Mark L. Mongeau, PE, Vice President of Ardaman & Associates, Inc., is an Officer of the Company and is authorized to sign agreements, documents, etc...for Ardaman & Associates, Inc.

Very Truly Yours ARDAMAN & ASSOCIATES, INC.

Ali

Nadim F. Fuleihan, Sc.D.,P.E President

NFF/das

# State of Florida, County of Orange

The foregoing instrument was acknowledged before me this <u>/////</u> day of June, 2012 by <u>Nadim F. Fuleiban</u> who is personally known to me.

Signature of Notary Public:

Deborah A. Strott



2008 S. Orange Avenue 32809, Post Office Box 593003 Orlando, Fiorida 32859-3003 Phone (407) 855-3860 FAX (407) 859-8121 Louisiana: Alexandria: Baton Rouge, Monroe, New Orleans, Shreveport Florida: Bartow, Gocoa, Fort Myers, Maini, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

Attachment 1 - Page 3 of 6

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Rates OK,



The general scope of work consists of geotechnical engineering, geotechnical drilling, construction materials testing and inspection, threshold inspection services, and any other related services. The Schedule of Fees and Services shown below provides the standard services that may be requested.

#### SCHEDULE OF FEES AND SERVICES

#### I. SOIL TESTING

1.	Field Density Test (five [5] minimum)	\$22 00/test
2.	Proctors	\$80 00/test
3.	Florida Bearing Value Test	\$35 00/test
4.	Limerock Bearing Ratio Test	\$250 00/test
5.	Atterberg Limit	\$85 00/test
6.	Carbonate Content Test	\$75.00/test
7.	Organic Content Test	\$45 00/test
<b>8</b> .	D.O.T. Corrosivity	\$175 00/test
9.	Soil Observation (On Site)	\$50 00/br
1 <b>0</b> .	Natural Sample Moisture Content	\$15 00/test
11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$35.00/test

### II. CONCRETE & MASONRY MATERIALS

1.	Concrete Compression test (Min four [4] cylinders per trip)	
	<ul> <li>Prepare cylinders &amp; slump test on site, and deliver to lab</li> </ul>	\$100.00/set
2.	Additional Concrete cylinders	\$15.00/cvl
3.	Concrete Compression test only [delivered to lab]	\$15.00/cvl
4.	Slump test	\$10.00/test
5.	Air Content Test	\$20.00/test
6.	Stand-by	
7.	Grout Prism (Six [6] per set)	
	- Includes preparation of Prism on site	\$65.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set)	
	- Includes preparation of Cubes on site	\$85.00/set
9.	Additional Mortar cubes	\$15.00/ea
10.	Masonry Units	
	A. Compressive Strength	\$75.00/unit
	B. Absorption	\$50.00/unit
11.	Concrete Cores (Min. 3);	
	- Secure, trim & test	\$85.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$35.00/core
12.	Swiss Hammer Testing	\$35.00/br
13.	Windsor Probe Test (Min. 3 shots)	\$175 00/toot
14.	Additional Windsor Probe Tests	\$110.00/lest
		. φιιυ.00/test

### III. AGGREGATE TESTING

1.	Grain size determination:	
	A. Full grain size (8 sieves)	\$70 00/test
	B. Wash through (#200)	\$45 00/test
2.	Sieve Analysis - Coarse Aggregate	\$80.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$60.00/test

		A	ttachment 1 - Page 4 of 6
<u>IV.</u>	<u>ASP</u>	HALT TESTING	
	1.	Asphalt Caroo (abtaining and any last)	
	2.	Asphalt Cores (obtaining core samples)	
	3.	Asphalt Extraction & Gradation	\$175.00/test
	4.	Asphalt Density and Thickness	\$30.00/test
	<b>-.</b>	Marshall Stability (Incl. density, flow and stability	
	F	of 3 specimens) (50 blows)	\$115.00/test
	5.	Coring Machine plus Generator Rental	\$150.00/trip
<u>V.</u>	INSI	PECTION SERVICES	
	1.	Concrete Inspection (on job-site or plant)	\$55.00/br
	<b>2</b> .	Pile Driving Inspection	\$65.00/br
	3.	Pre-Stress Yard Inspection	\$65.00/br
	4.	Steel Inspection	\$65.00/br
	5.	Threshold Inspection	\$65.00/hr
<u>VI.</u>	<u>FIEL</u>	D EXPLORATIONS	
	1.	Auger Poringe	
	2.	Auger Borings	\$10.00/LF
	3.	Hand Augers	\$10.00/LF
	J.	Standard Penetration Tests - Truck Rig:	
		- (0' - 50')	\$14.00/LF
	4.	- (51' - 100') Grout bore holes:	\$15.00/LF
	◄.		
		- (0' - 50')	\$3.50/LF
	5.	- (51' - 100')	\$4.50/LF
	5.	Casing:	
		- (0' - 50')	\$5.00/LF
	e	- (51'- 100')	\$7.00/LF
	6. 7	Static Cone Penetration Test (0' -100')	\$12.00/LF
	7.	Muck Probing (4 hr min.)	\$90.00/hr
	8.	Mobilization of drilling equipment to project (Min. Ch	arge):
		A. 50 mile travel	\$250.00/trip
		B. 100 mile travel	\$350.00/trip
<u>VII.</u>	MISC	ELLANEOUS SERVICES	
	1.	Foundation Analysis and Recommendation	Stoff Liourn
	2.	Percolation test (Exfiltration Test)	
	3.	Install Groundwater Monitoring Well, 25' Depth	
		(per PBCWUD Standards & Details)	<b>*</b> ^^ **
	4.	Plug & Abandon Monitoring Well, 25' Depth	\$30.00/LF \$120.00/br
<u>VIII.</u>	ENG	NEERING AND PROFESSIONAL SERVICES	
	1.	Principal Engineer (If Needed / At Option of PBC)	\$180.00/hr
	2.	Senior Geotechnical Engineer	\$150.00/br
	3.		\$125 00/br
	4.	Statt Engineer	\$95.00/br
	5.	Senior Engineering Technician	\$75.00/br
	6.		\$55.00/br
	7.	Drafter / CADD	\$65.00/hr
			ψυυ.υυ// Π

Attachment 1 - Page 5 of 6

#### **CERTIFICATION STATEMENTS**

**PROJECT:** Construction Materials Testing, Geotechnical Engineering and Inspection Annual Services

**PROJECT NO.:** On A Task Order Basis

CONSULTANT: Ardaman & Associates, Inc.

#### TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

### PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

#### PUBLIC ENTITY CRIMES STATEMENT

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

#### NON-DISCRIMINATION STATEMENT

The CONSULTANT/ANNUAL 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, familial status sexual orientation, gender identity and expression.

Mark L. Mongeau, Vice President

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# **CONFLICT OF INTEREST DISCLOSURE FORM**

Attachment 1 - Page 6 of 6

### Project: <u>Construction Materials Testing, Geotechnical Engineering and Inspection</u> <u>Annual Services</u>

Project No.: On A Task Order Basis

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

CONSULTANT/ANNUAL 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/ANNUAL 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/ANNUAL 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/ANNUAL CONSULTANT.

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

THIS DISCLOSURE	E is submitted by <u>Mark L. Mong</u>	eau, as
		of Individual)
Vice President	, of Ardaman &	Associates, Inc.
(Title/Position)	(Firm Name of CONSULT	CANT/ANNUAL CONSULTANT
Disclosure is considered an u	Information stated above is true	and correct. Further, it is hereby /ANNUAL CONSULTANT on this
FIROADWAYCCNALA	(Signature)	$\frac{1}{(Date)} \frac{1}{1} \frac{1}{1}$

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	ucer Risk Insurance Services West,	<b>.</b>			CONTAI NAME:	ः ।	******			······································
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ŀ	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Es occurrence)		\$1,000,00
								MED EXP (Any one person)		\$10,00
ŀ	X X,C,U Coverage							PERSONAL & ADV INJURY	<b> </b>	\$1,000,00
ł	GEN'L AGGREGATE LIMIT APPLIES PER:						1	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	+	\$2,000,00
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ĺ	AUTOMOBILE LIABILITY			CA 170 73 88		10/01/2011	10/01/2012	COMBINED SINGLE LIMIT	<u> </u>	\$1,000,00
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	OFFICER/MEMBER EXCLUDED?	N/A		wc020635698		10/01/2011		E.L. EACH ACCIDENT		\$1,000,00
ĺ	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	ļ	\$1,000,00
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-	IPTION OF OPERATIONS/LOCATIONS/VEHICL For All Projects in Palm Beach of Florida, its officers, emp ed to the operations of the In rofessional Liability: Dec. 2	Cou	nty.	CORD 191, Additional Rem Palm Beach Cour	nty Board o	f County C	ommissione	rs, a Political Subd	ivision contra troacti	of the
1	IFICATE HOLDER				CANCELLA	TION				<del></del>
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	Palm Beach County Board of County Commissners			. •	AUTHORIZED RE	PRESENTATIVE				
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ACORD 25 (2010/05)

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July 19, 2012

Palm Beach County Board of Commissioners C/O: Engineering & Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411-2745 Attn: David Young, P.E., Special Projects Manager

#### RE: RENEWAL AGREEMENT FOR CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION ANNUAL AGREEMENT DATED NOVEMBER 1, 2011 (R2011-1683)

Dear Sir:

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of November 1, 2012 through October 31, 2013.

We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

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

Attest:

Sincerely, Nodarse & Associates, Inc., A Terracon Company

Hugo E. Soto, P.E. Principal E

7/19/12

.

Accepted by: Palm Beach County Board of Commissioners

DATE

COR

NONG DATE

Attest: Sharon R. Bock, Clerk and Comptroller

BY:	BY:
Shelley Vana, Chair	Deputy Clerk
Approved As To Form & Legal Sufficiency:	Approved as to Terms and Conditions:
•	sty surper
Nodarse, A Terracon Company, 2448 Met P [561] 616-08	rocentre Boulevard, West Palm Beach, FL 33407 70 F [561] 616-0871
Geotechnical 🗰 Environmental	Construction Materials Facilities

Attachment 2 - Page 2 of 6



#### **CERTIFICATE OF AUTHORITY**

Please be advised that Hugo Soto is a Regional Manager and Principal of Nodarse & Associates, Inc., a subsidiary of Terracon Consultants, Inc. As such, Mr. Soto is authorized to execute contracts on behalf of Terracon Consultants, Inc. and Nodarse & Associates, Inc. for services to be provided by Terracon Consultants, Inc. and Nodarse & Associates, Inc.

14 M. Gayle Racker

Secretary

Pdupct s 2: - 3122

Date

Terracon Consultants, Inc.

Genterburgst

18001 W. 106th Street, Suite 300 Olathe, KS 66061 [800] 593 7777

Construct on Materials

terracon.com

Facilities

#### Attachment 2 - Page 3 of 6

SCOPE OF WORK Rates UK, The general scope of work consists of geotechnical engineering, geotechnical drilling, construction materials testing and inspection, threshold inspection services, and any other related services. The Schedule of Fees and Services shown below provides the standard services that may be requested.

#### SCHEDULE OF FEES AND SERVICES

#### <u>I.</u> SOIL TESTING

<u>II.</u>

<u>۱۱۱.</u>

	1. 2.	Field Density Test (five [5] minimum) Proctors	\$25.00/test \$95.00/test
	3.	Florida Bearing Value Test	\$30.00/test
	4.	Limerock Bearing Ratio Test	. \$30.00/lest
	5.	Atterberg Limit	
	6.	Carbonate Content Test	\$85.00/test
	7.	Organic Content Test	\$40.00/test
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	9.	Soil Observation (On Site)	\$100.00/test
	10	Natural Sample Moisture Content	. \$12.00/test
	11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$35.00/test
	<u> </u>		<i><b>4</b>00.00,000</i>
	<u>.</u>	NCRETE & MASONRY MATERIALS	
	1.	Concrete Compression test (Min four [4] cylinders per trip)	• · · • • • • ·
	~	-Prepare cylinders & slump test on site, and deliver to lab	
	2.	Additional Concrete cylinders	
	3.	Concrete Compression test only [delivered to lab]	\$13.00/cyl.
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	5.	Air Content Test	
	6.	Stand-by	\$45.00/hr.
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	9.	Additional Mortar cubes	\$15.00/ea.
	10.	Masonry Units	
		A. Compressive Strength	
		B. Absorption	\$28.00/unit
	11.	Concrete Cores (Min. 3);	
		- Secure, trim & test	
		- Testing of core [delivered to lab (Incl. Trim)]	\$40.00/core
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	14.	Additional Windsor Probe Tests	\$110.00/test
	GRE	GATE TESTING	
1.		Grain size determination:	
		A. Full grain size (8 sieves)	\$70.00/test
-		B. Wash through (#200)	\$35.00/test
2.		Sieve Analysis - Coarse Aggregate	\$95.00/test
3.		Specific Gravity & Absorption of Fine or Coarse Aggregate	\$55.00/test

N.         ASPHALT TESTING         \$65.00/each           1.         Asphalt Cores (obtaining core samples)         \$65.00/each           2.         Asphalt Extraction & Gradation         \$120.00/test           3.         Asphalt Density and Thickness. (minimum of 5 tests)         \$25.00/test           4.         Marshall Stability (Incl. density, flow and stability         \$25.00/test           5.         Coring Machine plus Generator Rental.         \$225.00/test           7.         INSPECTION SERVICES         \$255.00/hou           1.         Concrete Inspection (on job-site or plant)         \$55.00/hou           2.         Pile Driving Inspection         \$65.00/hou           3.         Pre-Stress Yard Inspection         \$65.00/hou           4.         Steel Inspection         \$65.00/hou           5.         Threshold Inspection         \$65.00/hou           6.         Statol Inspection         \$65.00/hou           7.         Auger Borings         \$10.00/LF           8.         Standard Penetration Tests - Truck Rig (0' - 50')         \$10.00/LF           9.         Auger Borings         \$10.00/LF           1.         Auger Borings         \$10.00/LF           3.         Standard Penetration Tests - Truck Rig (0' - 50')         \$16.00/LF </th <th>N7</th> <th>460</th> <th>IALT TEOTING</th> <th>Attachment 2 – Page 4 of 6</th> <th>I.</th>	N7	460	IALT TEOTING	Attachment 2 – Page 4 of 6	I.
2.       Asphalt Extraction & Gradation       \$120.00/test         3.       Asphalt Density and Thickness .(minimum of 5 tests)       \$25.00/test         4.       Marshall Stability (incl. density, flow and stability       of 3 specimens) ( 50 blows)       \$110.00/test         5.       Coring Machine plus Generator Rental       \$225.00/test       \$225.00/test         V.       INSPECTION SERVICES       \$225.00/tout       \$225.00/hou         1.       Concrete Inspection (on job-site or plant)       \$55.00/hou         2.       Pile Driving Inspection       \$65.00/hou         3.       Steel Inspection       \$65.00/hou         4.       Steel Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/hou         6.       Threshold Inspection       \$65.00/hou         7.       Auger Borings       \$10.00/LF         1.       Auger Borings       \$10.00/LF         2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig (0' - 50)       \$14.00/LF         4.       Grout bore holes -       0' - 50'         5.       Casing -       0' - 50'         5.       Casing -       0' - 50'         6.       Static Cone Penetration Test (0'	<u>IV.</u>	-		· · · · · · · · · · · · · · · · · · ·	CE Oliocob
3.       Asphalt Density and Thickness(minimum of 5 tests)					
4.       Marshall Stability (Incl. density, flow and stability of 3 specimens) ( 50 blows)       \$110.00/test         5.       Coring Machine plus Generator Rental       \$225.00/trip         V.       INSPECTION SERVICES       \$55.00/hou         1.       Concrete Inspection (on job-site or plant)       \$55.00/hou         2.       Pile Driving Inspection       \$65.00/hou         3.       Pre-Stress Yard Inspection       \$65.00/hou         4.       Steel Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/hou         6.       Standard Penetration Tests - Truck Rig (0' - 50')       \$14.00/LF         7.       Grout bore holes -       0' - 50'         5.       Casing -       \$1' - 100'         5.       Casing -       \$1' - 50'         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.					
of 3 specimens) (50 blows)         \$110.00/test           5.         Coring Machine plus Generator Rental         \$225.00/trip           V.         INSPECTION SERVICES         \$55.00/hou           1.         Concrete Inspection (on job-site or plant)         \$55.00/hou           2.         Pile Driving Inspection         \$65.00/hou           3.         Pre-Stress Yard Inspection         \$65.00/hou           4.         Steel Inspection         \$65.00/hou           5.         Threshold Inspection         \$65.00/hou           6.         Static Cone Penetration Tests - Truck Rig (0' - 50')         \$14.00/LF           5.         Casing -         0' - 50'         \$6.00/LF           6.         St					
5.         Coring Machine plus Generator Rental         \$225.00/trip           V.         INSPECTION SERVICES         \$55.00/hou           1.         Concrete Inspection (on job-site or plant)         \$55.00/hou           2.         Pile Driving Inspection         \$65.00/hou           3.         Pre-Stress Yard Inspection         \$65.00/hou           4.         Steel Inspection         \$65.00/hou           5.         Threshold Inspection         \$65.00/hou           7.         Auger Borings         \$10.00/LF           2.         Hand Augers         \$10.00/LF           3.         Standard Penetration Tests - Truck Rig (0' - 50')         \$14.00/LF           4.         Grout bore holes -         0' - 50'         \$16.00/LF           5.         Casing -         0' - 50'         \$6.00/LF           5.         Casing -         0' - 50'         \$6.00/LF           5.         Casing -         0' - 50'         \$6.00/LF           6.		4.	marshan otability (mci. u	of 3 specimens) (50 blows)	\$110.00/test
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1.         Concrete Inspection (on job-site or plant)         \$55.00/hou           2.         Pile Driving Inspection         \$65.00/hou           3.         Pre-Stress Yard Inspection         \$65.00/hou           4.         Steel Inspection         \$65.00/hou           5.         Threshold Inspection         \$65.00/hou           5.         Threshold Inspection         \$65.00/hou           VI. <b>FIELD EXPLORATIONS</b> \$10.00/LF           1.         Auger Borings         \$10.00/LF           2.         Hand Augers         \$10.00/LF           3.         Standard Penetration Tests - Truck Rig         (0' - 50')         \$14.00/LF           4.         Grout bore holes -         0' - 50'         \$5.00/LF           5.         Casing -         0' - 50'         \$6.00/LF           6.         Static Cone Penetration Test (0' -100')         \$12.00/LF           7.         Muck Probing (4 hr min.)         \$85.00/hou </td <td><b>v</b>.</td> <td>INSP</td> <td>ECTION SERVICES</td> <td></td> <td></td>	<b>v</b> .	INSP	ECTION SERVICES		
2.       Pile Driving Inspection       \$65.00/hou         3.       Pre-Stress Yard Inspection       \$65.00/hou         4.       Steel Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/hou         4.       Steel Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/hou         4.       Steel Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/LF         2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig (0' - 50')       \$14.00/LF         4.       Grout bore holes -       0' - 50'         5.       Casing -       0' - 50'         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       \$350.00/hou         1.       50 mile travel       \$350.00/hill         2.       100 mile travel <td></td> <td></td> <td></td> <td>iob-site or plant)</td> <td>\$55 00/hour</td>				iob-site or plant)	\$55 00/hour
3.       Pre-Stress Yard Inspection       \$65.00/hou         4.       Steel Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/hou         5.       Threshold Inspection       \$65.00/hou         VI.       FIELD EXPLORATIONS       \$10.00/LF         2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig       (0' - 50')         4.       Grout bore holes -       0' - 50'         5.       Casing -       100'/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.         1.       50 mile travel       \$350.00/tri         2.       100 mile travel       \$350.0		2.			
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5.       Threshold Inspection       \$65.00/hou         VI.       FIELD EXPLORATIONS       \$10.00/LF         1.       Auger Borings       \$10.00/LF         2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig       (0' - 50')       \$14.00/LF         4.       Grout bore holes -       0' - 50'       \$5.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         2.       100 mile travel       \$350.00/tri       \$350.00/tri         VII.       MISCELLANEOUS SERVICES       \$350.00/tri       \$350.00/tri         1.       Foundation Analysis and Recommendation       \$350.00/tri         2.       Percolation test       \$350.00/tes         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF		4.	Steel Inspection		\$65.00/hour
1.       Auger Borings       \$10.00/LF         2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig       (0' - 50')       \$14.00/LF         4.       Grout bore holes -       0' - 50'       \$5.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         1.       50 mile travel       \$350.00/tri       \$350.00/tri         2.       100 mile travel       \$350.00/tri       \$350.00/tri         7.       Foundation Analysis and Recommendation       Staff Hours       \$350.00/tri         8.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF		5.			
2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig       (0' - 50')       \$14.00/LF         4.       Grout bore holes -       0' - 50'       \$5.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         2.       100 mile travel       \$350.00/tri       \$450.00/tri         2.       100 mile travel       \$350.00/tri       \$350.00/tri         7.       Foundation Analysis and Recommendation       Staff Hours       \$350.00/tri         7.       Percolation test       \$350.00/tri       \$30.00/LF	<u>VI.</u>	FIEL	D EXPLORATIONS		
2.       Hand Augers       \$10.00/LF         3.       Standard Penetration Tests - Truck Rig       (0' - 50')       \$14.00/LF         4.       Grout bore holes -       0' - 50'       \$5.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         2.       100 mile travel       \$350.00/tri       \$450.00/tri         2.       100 mile travel       \$350.00/tri       \$350.00/tri         7.       Foundation Analysis and Recommendation       Staff Hours       \$350.00/tri         7.       Percolation test       \$350.00/tri       \$30.00/LF			Auger Borings		S10.00/LF
4.       Grout bore holes -       0' - 50'       \$16.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         1.       50 mile travel       \$350.00/tri       \$350.00/tri         VII.       MISCELLANEOUS SERVICES         1.       Foundation Analysis and Recommendation       Staff Hours         2.       Percolation test       \$350.00/tes         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF					
4.       Grout bore holes -       0' - 50'       \$16.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         1.       50 mile travel       \$350.00/tri       \$350.00/tri         VII.       MISCELLANEOUS SERVICES       \$350.00/tri       \$350.00/tri         2.       Percolation Analysis and Recommendation       \$14f Hours         2.       Percolation test       \$350.00/tes         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF		3.	Standard Penetration Te	ests - Truck Rig (0' - 50')	\$14.00/LF
5.       Casing -       51' - 100'       \$6.00/LF         5.       Casing -       0' - 50'       \$6.00/LF         6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         2.       100 mile travel       \$350.00/tri         2.       100 mile travel       \$350.00/tri         2.       100 mile travel       \$350.00/tri         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF					
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6.       Static Cone Penetration Test (0' -100')       \$12.00/LF         7.       Muck Probing (4 hr min.)       \$85.00/hou         8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel         1.       50 mile travel       \$350.00/tri         2.       100 mile travel       \$450.00/tri         YII.       MISCELLANEOUS SERVICES       \$450.00/tri         2.       Percolation Analysis and Recommendation       Staff Hours         2.       Percolation test       \$350.00/tri         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF		5.	Casing -	0' - 50'	\$6.00/LF
<ul> <li>Muck Probing (4 hr min.) \$85.00/hou</li> <li>Mobilization of drilling equipment to project (Min. Charge):         <ol> <li>50 mile travel</li> <li>100 mile travel</li> <li>\$350.00/tri</li> <li>\$450.00/tri</li> </ol> </li> <li>VII. <u>MISCELLANEOUS SERVICES</u> <ol> <li>Foundation Analysis and Recommendation</li> <li>Staff Hours</li> <li>\$350.00/tes</li> <li>Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards &amp; Details)\$30.00/LF</li> </ol> </li> </ul>				51' - 100'	\$9.00/LF
8.       Mobilization of drilling equipment to project (Min. Charge):       1.       50 mile travel       \$350.00/tri         2.       100 mile travel       \$450.00/tri       \$450.00/tri         VII.       MISCELLANEOUS SERVICES       \$450.00/tri         1.       Foundation Analysis and Recommendation       Staff Hours         2.       Percolation test       \$350.00/test         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF		-	Static Cone Penetration	Test (0' -100')	\$12.00/LF
1.       50 mile travel       \$350.00/tri         2.       100 mile travel       \$450.00/tri         VII.       MISCELLANEOUS SERVICES       \$450.00/tri         1.       Foundation Analysis and Recommendation       Staff Hours         2.       Percolation test       \$350.00/tri         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF			Muck Probing (4 hr min.	)	\$85.00/hour
2.       100 mile travel       \$450.00/tri         VII.       MISCELLANEOUS SERVICES       \$450.00/tri         1.       Foundation Analysis and Recommendation       \$100 mile travel         2.       Percolation test       \$350.00/test         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF		8.			
VII.       MISCELLANEOUS SERVICES         1.       Foundation Analysis and Recommendation       Staff Hours         2.       Percolation test       \$350.00/tes         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF					
1.       Foundation Analysis and Recommendation       Staff Hours         2.       Percolation test       \$350.00/tes         3.       Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)       \$30.00/LF			2. 100 mile	e travel	\$450.00/trip
<ol> <li>Percolation test</li></ol>	<u>VII</u> .	MISC			
3. Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details) \$30.00/LF					
the second and the se					
4. Plug & Abandon Monitoring Well, 25' Depth\$150.00/hour		•			
		4.	Plug & Abandon Monito	ring Well, 25' Depth	\$150.00/hour
ENGINEERING AND PROFESSIONAL SERVICES		ENG	INEERING AND PROFESS	SIONAL SERVICES	

Principal Engineer (If Needed / At Option of PBC)	\$160.00/hour
Senior Geotechnical Engineer	\$140.00/hour
Engineer, P.E.	\$115.00/hour
Staff Engineer	\$90.00/hour
Senior Engineering Technician	\$65.00/hour
Engineering Technician	\$50.00/hour
Drafter / CADD	\$60.00/hour

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#### **CERTIFICATION STATEMENTS**

Attachment 2 – Page 5 of 6

**PROJECT: Construction Materials Testing, Geotechnical Engineering and Inspection** Annual Services

**PROJECT NO.: On A Task Order Basis** 

CONSULTANT: Nodarse & Associates, Inc., A Terracon Company

#### **TRUTH-IN-NEGOTIATION STATEMENT**

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

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

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

#### **PROHIBITION AGAINST CONTINGENT FEES STATEMENT**

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

#### PUBLIC ENTITY CRIMES STATEMENT

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

#### NON-DISCRIMINATION STATEMENT

The CONSULTANT/ANNUAL 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, familial status sexual orientation, gender identity and expression.

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Hugo E. Soto, P.E., Principal

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# **<u>CONFLICT OF INTEREST DISCLOSURE FORM</u>** Attachment 2 – Page 6 of 6

#### **Project: Construction Materials Testing, Geotechnical Engineering and Inspection Annual Services**

#### Project No.: On A Task Order Basis

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

CONSULTANT/ANNUAL 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/ANNUAL 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/ANNUAL 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/ANNUAL CONSULTANT.

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

THIS DISCLOSURE is s	ubmitted by Hugo E. Soto, P.E.,	as
	(Name of Individual)	
Principal	, of Nodarse & Associates, Inc., A Terracon Con	mpany
(Title/Position)	(Firm Name of CONSULTANT/ANNUAL CO	NSULTANT)
who hereby certifies that the info	rmation stated above is true and correct. Further	r, it is hereby
	ntation by the CONSULTANT/ANNUAL CONSUL	
	ical business practice and is grounds for sanctions	
County business with the CONSU	LTANT/ANNUAL CONSULTANT.	C
Aug bot	7/19/12	
(Signature)	(Date)	

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ACORD, CERT	ΊFΙ	C	ATE OF LIA	BILI	TY IN	SURA	NCE 1/1/2013 DATE 8/	(MM/DD/YYYY) 9/2012
THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVEL BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	Y OR NCE I	NEG. DOES	ATIVELY AMEND, EXTEND NOT CONSTITUTE A CO	D OR AI	LTER THE CO	VERAGE AF	FORDED BY THE POLICIES	
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PRODUCER Lockton Companies, LLC-1 Kans	as Cil	γ		CONTA	ст			
444 W. 47th Street, Suite 900				NAME: PHONE (A/C, N	o, Ext):		(A/C, No):	
Kansas City 64112-1906 (816) 960-9000				E-MAIL ADDRE	<b>SS</b> :			
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WEST PALM BEACH FL 33407					ERD: The Tra			25658
				INSUR	ERE: Lexing	ton Insuran	ce Company	19437
				INSUR			e Insurance Company	25615
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E PROFESSIONAL LIABILITY	N	N	026030216		1/1/2012	1/1/2013	THE ANNUAL AGGREGATE.	
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PALM BEACH COUNTY BOARD O C/O ENGINEERING & PUBLIC WO ATTN: MS. JAEANN DEAN 2300 N. JOG ROAD WEST PALM BEACH FL 33411-274	rks e	/MIS DEPA	SIONERS RTMENT			Rud	of foster	
ACORD 25 (2010/05)					<u>0</u>	988-2010	ACC ID CORPORATION. AI	rights reserv

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Geotechnical & Construction Materials Engineering, Testing, & Inspection Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

June 25, 2012

Palm Beach County Board of Commissioners C/O Engineering & Public Works Department 2300 North Jog Road West Palm Beach, Florida 33411-2745 Attn: David Young, P.E., Special Projects Manager Palm Beach County SBE Miami Dade County Tier 2 CBE SFWMD SBE Small Business Administration SBE for Federal Projects

#### RE: RENEWAL AGREEMENT FOR CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION ANNUAL AGREEMENT DATED OCTOBER 18, 2011 (R2011-1556)

Dear Sir:

This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of October 18, 2012 through October 17, 2013.

We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile and Professional Liability Insurance Certificates and all appropriate affidavits.

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

Sincerely,	
Nutting Engineers of Florida, Inc.	$\frown$
Richard Wohlfmith	Attest: Out
Richard C. Wohlfarth, P.E., Vice President	
6/26/12	6/26/12
DATE CORPORATE SEAL	DATE
Accepted by:	Attest:
Palm Beach County Board of Commissioners	Sharon R. Bock, Clerk and Comptroller
BY:	BY:
Shelley Vana, Chair	Deputy Clerk
Approved As To Form & Legal Sufficiency:	Approved as to Terms and Conditions:
	Dry sauge
F:\ROADWAY\CCNA\Annuals\TESTING\Nutting\2012\Renewal_In	tent.doc DIVISION DIRECTOR
1310 NEPTUNE DRIVE · BOYNTON BEACH, F	LORIDA 33426 · 561-736-4900 · FAX 561-737-9975
	ard 954-941-8700 · Miami Dade 305-824-0060

Nutting Engineers of Florida, Inc. June 26, 2012

#### Attachment 3 - Page 2 of 5

SCOPE OF WORK

Rates OK, Sig

The general scope of work consists of geotechnical engineering, geotechnical drilling, construction materials testing and inspection, threshold inspection services, and any other related services. The Schedule of Fees and Services shown below provides the standard services that may be requested.

#### SCHEDULE OF FEES AND SERVICES - June 2012- Nutting Engineers of Florida, Inc.

#### <u>I.</u> SOIL TESTING

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. <b>CONC</b>	Field Density Test       (five [5] minimum)         Proctors	\$25/test \$95/test \$35/test \$250/test \$60/test \$50/test \$120/test \$55/hr \$20/test \$50/test
1.	Concrete Compression test (Min four [4] cylinders per trip)	£110/+
2.	-Prepare cylinders & slump test on site, and deliver to lab Additional Concrete cylinders	\$110/set
3.	Concrete Compression test only [delivered to lab]	\$15/cyl. \$15/cyl.
4.	Slump test	\$10/test
5.	Air Content Test	\$25/test
6.	Stand-by	\$45/hr.
7.	Grout Prism (Six [6] per set)	<b>Q</b> 10.111
	- Includes preparation of Prism on site	\$100/set
8.	2" x 2" Mortar Cubes (Six [6] per set)	
	-Includes preparation of Cubes on site	\$100/set
9.	Additional Mortar Cubes	\$15/ea.
10.	Masonry Units	

<u>II.</u>

<u>III.</u>

A. Compressive Strength ..... \$75/unit Β. Absorption ..... \$40/unit Concrete Cores (Min. 3); 11. - Secure, trim & test.... \$80/core - Testing of core [delivered to lab (Incl. Trim)] \$25/core 12. Swiss Hammer Testing \$55/hour 13. Windsor Probe Test (Min. 3 shots) \$25/test 14 Additional Windsor Probe Tests \$25/test AGGREGATE TESTING Grain size determination: Α. Full grain size (8 sieves) ..... \$80/test Β. Wash through (#200) \$45/test 2. 3. Sieve Analysis - Coarse Aggregate \$85/test Specific Gravity & Absorption of Fine or Coarse Aggregate ..... \$70/test

Attachment 3 - Page 3 of 5 Nutting Engineers of Florida, Inc. June 26, 2012 <u>IV.</u> ASPHALT TESTING 1. Asphalt Cores (obtaining core samples) ..... \$50/each 2 Asphalt Extraction & Gradation \$150/test Asphalt Density and Thickness ..... 3. \$35/test 4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows) \$150/test 5. Coring Machine plus Generator Rental..... \$100/trip <u>V.</u> **INSPECTION SERVICES** 1. Concrete Inspection (on job-site or plant) ...... \$55/hour 2. 3. 4. 5. <u>VI.</u> FIELD EXPLORATIONS 1 Auger Borings ...... \$10/LF 2. Hand Augers ...... \$10/LF 3. Standard Penetration Tests - Truck Rig (0' - 50') ..... \$12.50/LF (51' - 100') ...... \$15/LF 0' - 50' ...... \$5/LF 4. Grout bore holes -5. Casing -Static Cone Penetration Test (0' -100') ..... \$12/LF 6. 7. Muck Probing (4 hr min.) ..... \$100/hour 8. Mobilization of drilling equipment to project (Min. Charge): 1. 50 mile travel ...... \$250/trip 2. 100 mile travel ...... \$350/trip **MISCELLANEOUS SERVICES** <u>VII</u>. 1. 2. 3. Δ ENGINEERING AND PROFESSIONAL SERVICES: Principal Engineer (If Needed / At Option of PBC) ...... \$178/hour Senior Geotechnical Engineer ...... \$148/hour Engineer, P.E. .....\$119/hour Staff Engineer ...... \$100/hour

#### NOTE: Multiplier is 2.7.

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 Senior Engineering Technician
 \$65/hour

 Engineering Technician
 \$49/hour

 Drafter / CADD
 \$59/hour

#### **CERTIFICATION STATEMENTS**

Attachment 3 - Page 4 of 5

### PROJECT: <u>Construction Materials Testing, Geotechnical Engineering and Inspection</u> Annual Services

#### PROJECT NO.: <u>On A Task Order Basis</u>

CONSULTANT: <u>Nutting Engineers of Florida, Inc.</u>

#### **TRUTH-IN-NEGOTIATION STATEMENT**

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

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

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

#### **PROHIBITION AGAINST CONTINGENT FEES STATEMENT**

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

#### PUBLIC ENTITY CRIMES STATEMENT

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

#### **NON-DISCRIMINATION STATEMENT**

The **CONSULTANT/ANNUAL 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, familial status sexual orientation, gender identity and expression.

Richard C. Wohlfarth, P.E., Vice President

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Attachment 3 - Page 5 of 5

#### **CONFLICT OF INTEREST DISCLOSURE FORM**

#### Project: <u>Construction Materials Testing, Geotechnical Engineering and Inspection</u> <u>Annual Services</u>

Project No.: On A Task Order Basis

CONSULTANT/ANNUAL 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:

<u>N/A</u>

#### (Attach additional sheets as needed.)

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

CONSULTANT/ANNUAL 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/ANNUAL 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/ANNUAL 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/ANNUAL CONSULTANT.

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

 THIS DISCLOSURE is submitted by <u>Richard C. Wohlfarth, P.E.</u>, as
 (Name of Individual)

 Vice President
 , of <u>Nutting Engineers of Florida, Inc.</u>

 (Title/Position)
 (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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

Brich Wahrfarth User

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				ATE OF LIA					-	DATE	VAGGONE (MM/DD/YYYY) 18/2012
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEN BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTI REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS ND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE					
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Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477				PHON	o, Ext); (561) 7	76-9001	F	AX A/C Nol:	(561)	427-6730	
				E-MAIL ADDRESS: dcharron@callic.com							
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	Boynton Beach, Fi	L 33426			INSUR						
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ACORD

# **CERTIFICATE OF LIABILITY INSURANCE**

NUTTENG-01 DRODRIGUEZ

DATE (MM/DD/YYYY) 6/28/2012

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

Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477		Contract         Dianthe Charron           PHONE (AC, No, Ext): (561) 776-9001         FAX (A/C, No): (561) 427-6730           Email: ADDRESS: dcharron@callic.com					
		INSURER(S) AFFORDING COVERAGE	NAIC #				
INSURED		INSURER A : Amerisure Mutual Ins Co	23396				
1		INSURER B :					
	Nutting Engineers of Florida, Inc. & Nutting Environmental of Florida, Inc.	INSURER C :					
W	1310 Neptune Drive	INSURER D :					
Boynton Beach, FL 33426		INSURER E :					
i		INSURER F :					

COVERAGES **CERTIFICATE NUMBER:** 

 
 OVERAGES
 CERTIFICATE NUMBER:
 REVISION NUMBER;

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

 SR
 TYPE OF INSURANCE
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 POLICY NUMBER
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 **REVISION NUMBER:** INSR

	INSR WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT			
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					PERSONAL & ADV INJURY	s	1,000,000	
					GENERAL AGGREGATE	\$	2,000,000	
					PRODUCTS - COMP/OP AGG	\$	2,000,000	
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					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
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AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS ER			
OFFICER/MEMBER EXCLUDED?	N/A	WC2021705	7/1/2012	7/1/2013	E.L. EACH ACCIDENT	\$	1,000,000	
If ves, describe under					E L. DISEASE - EA EMPLOYEE	\$	1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
cheduled Equipment		IM1287959160112	7/1/2012	7/1/2013			180,600	
	CLAIMS-MADE X OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC AUTOMOBILE LIABILITY X ANY AUTO ALLOWNED AUTOS X HIRED AUTOS X UMBRELLA LIAB X UMBRELLA LIAB X UMBRELLA LIAB X UMBRELLA LIAB X CCUR EXCESS LIAB CLAIMS-MADE V / N AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED?	CLAIMS-MADE     X     OCCUR       GEN'L AGGREGATE LIMIT APPLIES PER:     POLICY     YEOT       POLICY     YEOT     LOC       AUTOMOBILE LIABILITY     X     ANY AUTO       ALL OWNED     AUTOS     AUTOS       AUTOS     AUTOS     AUTOS       X     HIRED AUTOS     X       X     UMBRELLA LIAB     X       OCCUR     EXCESS LIAB     CLAIMS-MADE       DED     X     RETENTION \$       WORKERS COMPENSATION     AND EMPLOYERS' LABILITY     Y / N       ANY PROPRIETOR/PARTNEREXECUTIVE     N / A       Image: Not compared to the state of the s	CLAIMS-MADE     X     OCCUR       GEN'L AGGREGATE LIMIT APPLIES PER:     POLICY     Y       POLICY     Y     Y       AUTOMOBILE LIABILITY     LOC       AUTOMOBILE LIABILITY     X       X     ANY AUTO       ALL OWNED     AUTOS       AUTOS     AUTOS       X     HIRED AUTOS       X     HIRED AUTOS       X     MON-OWNED       AUTOS     CLAIMS-MADE       CU20417200502       DED     X       RETENTION \$       WORKERS COMPENSATION       AND EMPLOYERS' LIABILITY       Y IN       N/A       WC2021705	CLAIMS-MADE     X     OCCUR     7/1/2012       GEN'L AGGREGATE LIMIT APPLIES PER:     PRO-     Loc       AUTOMOBILE LABILITY     Loc       AUTOMOBILE LABILITY     X       X     ANY AUTO       ALL OWNED     SCHEDULED       AUTOS     AUTOS       HIRED AUTOS     X OCCUR       EXCESS LIAB     CCA12879581502       V     UMBRELLA LIAB       X     OCCUR       EXCESS LIAB     CLAIMS-MADE       OED     X       RETENTION S       WORKERS COMPENSATION       ANY PROPRIETOR/PARTNER/EXECUTIVE       MY PROPRIETOR/PARTNER/EXECUTIVE       MAND REACHIETOR/PARTNER/EXECUTIVE       MY PROPRIETOR/PARTNER/EXECUTIVE       MY PROPRIETOR/PARTNER/EXECUTIVE       MY PROPRIETOR/PARTNER/EXECUTIVE       MAND REACHIETOR/PARTNER/EXECUTIVE       MY PROPRIETOR/PARTNER/EXECUTIVE       MY PROPRIETOR/PARTNER/EXECUTIVE       MY PROPROPHILOR PARTNER/EXECUTIVE       MY PROPROPHILOR PARTNER/EXECUTIVE       MORIETOR/PARTNER/EXECUTIVE       MY PROPROPHILOR PARTN	CLAIMS-MADE     X     OCCUR     7/1/2012     7/1/2013       GEN'L AGGREGATE LIMIT APPLIES PER:     PRO-     Loc     1/1/2012     7/1/2012       AUTOMOBILE LABILITY     X     AUTOS     AUTOS     AUTOS       AUTON     AUTOS     AUTOS     AUTOS     7/1/2012     7/1/2012       X     ANY AUTO     AUTOS     AUTOS     AUTOS     7/1/2012     7/1/2012       X     HIRED AUTOS     X     AUTOS     CCUR     7/1/2012     7/1/2012       X     UMBRELLA LIAB     X     OCCUR     CU20417200502     7/1/2012     7/1/2013       VORKERS COMPENSATION     AND EXCLUDED     N/A     WC2021705     7/1/2012     7/1/2012       MY PROPORTECRAPARTHEREXECUTIVE     Y/N     N/A     WC2021705     7/1/2012     7/1/2013       MY PROPREST LABILITY     N/A     WC2021705     7/1/2012     7/1/2013	CLAIMS-MADE       X       OCCUR       7/1/2012       7/1/2012       7/1/2013       PREMISES (E a occurrence)         MED EXP (Any one person)       PERSONAL & ADV INJURY       GENERAL AGGREGATE       PROUCTS - COMPIOP AGG         OCLINY       X       PRO       Loc       Loc       COMBINED SINGLE LIMIT         X       ANY AUTO       ALL OWNED       SCHEDULED       AUTOS       CA12879581502       7/1/2012       7/1/2013       BODILY INJURY (Per person)         BODILY INJURY (Per person)       AUTOS       AUTOS       AUTOS       AUTOS       CA12879581502       7/1/2012       7/1/2013       EACH OCCURRENCE         X       HIRED AUTOS       X       AUTOS       CLAIMS-MADE       CU20417200502       7/1/2012       7/1/2013       EACH OCCURRENCE         X       UMBRELLA LIAB       X       OCCUR       CU20417200502       7/1/2012       7/1/2013       EACH OCCURRENCE         X       WORKERS COMPENSATION S       CU20417200502       7/1/2012       7/1/2013       AGGREGATE         WORKERS COMPENSATION AND EMPLOYER EXAMPLEY OF PERATIONS       N / A       WC2021705       7/1/2012       7/1/2013       EACH OCCURRENT         Mand adory in NH)       Mark adory in NH)       N / A       N / A       CU2021705       7/1/2012       T/1	X       COMMERCIAL GENERAL LABILITY       GL20167180902       7/1/2012       7/1/2013       DAMAGE TO RENTED PREMISE TO RENTED       3         CLAIMS-MADE       X       OCCUR       GL20167180902       7/1/2012       7/1/2013       DAMAGE TO RENTED PREMISE TO RENTED       3         GENUL AGGREGATE LIMIT APPLIES PER: POLICY       Y       JECT       LOC       AUTOMOBILE LABILITY       S         X       AUTOMOBILE LABILITY       CA12879581502       7/1/2012       7/1/2013       BODILY INJURY (Per person)       S         ALL OWNED AUTOS       SCHEDULED AUTOS       AUTOS       CA12879581502       7/1/2012       7/1/2013       BODILY INJURY (Per person)       S         X       UMBRELLA LIAB       X       OCCUR       CU20417200502       7/1/2012       7/1/2013       BODILY INJURY (Per acodent)       S         VORNERS COMPENSATION AND EMPLOYERS LABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE Y / N AND EMPLOYERS LABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE Y / N ANY EMPLOYERS LABILITY       V/N       WC2021705       7/1/2012       7/1/2013       AGREGATE       S         VORKERS COMPENSATION AND EMPLOYERS LABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE Y / N ANY EDEDED       N / A       WC2021705       7/1/2012       7/1/2013       AGREGATE       S         VORKERS COMPENSATION CONTRECTOR PARTINER/EXECUTIVE Y / N ANY PROPRIETOR/PARTINER/EXECUTIVE Y /	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Paim Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are named Additional Insured on the General Liability when required by written contract. Project Name: "For All Projects with Paim Beach County"

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CERT	IFICATE HOLDER	CANCELLATION						
1	Palm Beach County Department of Engineering and Public Works 2300 N. Jog Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
4	West Palm Beach, FL 33416-1229	AUTHORIZED REPRESENTATIVE						

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