

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

Meeting Date: September 18, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) the second amendment to the annual construction materials testing, geotechnical engineering & inspection services contract with RADISE International, L.C. (RADISE) R2017-1659, dated November 7, 2017, to extend the contract expiration date from November 6, 2018 to November 6, 2019;
- B) the second amendment to the annual construction materials testing, geotechnical engineering & inspection services contract with Terracon Consultants, Inc. (Terracon) R2017-1660, dated November 7, 2017, to extend the contract expiration date from November 6, 2018 to November 6, 2019, and to modify fees and rates; and
- C) the second amendment to the annual construction materials testing, geotechnical engineering & inspection services contract with Tierra South Florida, Inc. (TSF) R2017-1661, dated November 7, 2017, to extend the contract expiration date from November 6, 2018 to November 6, 2019.

SUMMARY: Approval of these second amendments will extend the expiration dates of the annual construction materials testing, geotechnical engineering & inspection contracts for RADISE, Terracon and TSF from November 6, 2018 to November 6, 2019. These extensions will provide a continuation of the required professional services provided by all three companies for one year, on a task order basis. Terracon will also adjust their hourly rates as allowed in their original contract. These second amendments serve as the first renewals of two possible one year renewals permitted per the original contracts. After the second renewal, the contracts will need to be resolicited. The Small Business Enterprise (SBE) goal for all contracts is 15%. To date, task orders in the amount of \$100,000 have been authorized for RADISE, a certified SBE company, with 100% SBE participation which exceeds their commitment of 90%. Task orders in the amount of \$128,346.02 have been authorized for Terracon with 66.07% SBE participation which exceeds their commitment of 16%. Task orders in the amount of \$47,162.50 have been authorized for TSF with 100% Minority/Women Business Enterprise participation but 0% SBE participation. RADISE and TSF are Palm Beach County based companies. Terracon is a Delaware company with their principal address located in Olathe, Kansas, with an office located in Palm Beach County. Countywide (LBH)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, these consultants were selected to perform professional services relative to County needs, and are presently under contract with the County, on an annual contractual basis. The first amendments with RADISE, Terracon and TSF were to add Additional Reporting language only. It is the consensus of the user departments that these consultants have, within the provisions of their contracts, provided the professional services requested by the County. Since the consultants remain in good standing and wish to continue to provide the professional services as indicated in their contracts, the Engineering Department recommends renewing their contracts for one year.

Attachments:

1. Second Amendment with RADISE and Certificate of Insurance (2)
2. Second Amendment with Terracon, Exhibit B1 and Certificate of Insurance (2)
3. Second Amendment with TSF and Certificate of Insurance (2)

<i>David Off</i> Recommended By: <i>[Signature]</i>	<i>[Signature]</i> Department Director	8/21/2018
Approved By: <i>[Signature]</i>	Assistant County Administrator	Date 8/20/18
		Date

SECOND AMENDMENT TO THE ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION CONTRACT NO. R2017-1659 DATED NOVEMBER 7, 2017, BY AND BETWEEN RADISE INTERNATIONAL, L.C., AND PALM BEACH COUNTY

Attachment 1

This Second Amendment to the Annual Construction Materials Testing, Geotechnical Engineering and Inspection Services Contract dated November 7, 2017, (R2017-1659), hereinafter "CONTRACT", by and between RADISE International, L.C., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, on November 7, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Second Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and

WHEREAS, this is the first of the two allowable one (1) year term CONTRACT extensions per section 4.1.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019.
3. It is the intent of the parties hereto that this Second Amendment shall not become binding until the date executed by the COUNTY.
4. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0813), shall remain in full force and effect.

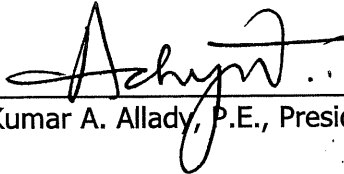
IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT (R2017-1659) to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
RADISE International, L.C.
a Florida Corporation

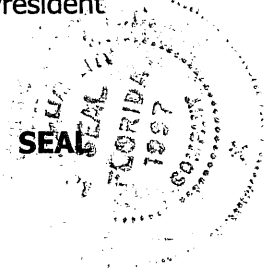
BOARD OF COUNTY COMMISSIONERS

BY: _____
Melissa McKinlay, Mayor

BY:  _____
Kumar A. Allady, P.E., President

SEAL

CORPORATE SEAL

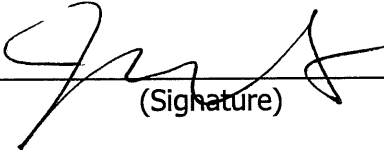


ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

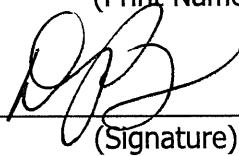
BY: Jenny Cadet
(Print Name)

BY: _____
(Print Name)

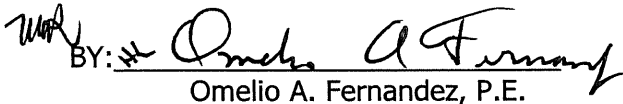
 _____
(Signature)

(Signature)

BY: Deborah Bestor
(Print Name)

 _____
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:


BY: Omelio A. Fernandez
Omelio A. Fernandez, P.E.
Director of Roadway Production

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



RADIINT-01

KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2018

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 have **ADDITIONAL INSURED** provisions or 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	CONTACT NAME: Dianthe Charron PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: dcharron@callc.com													
	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Ins Co</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Property & Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Travelers Insurance</td> <td></td> </tr> <tr> <td>INSURER E: Crum & Forster Specialty Ins</td> <td>44520</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Charter Oak Fire Ins Co	25615	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Property & Casualty Co. of America	25674	INSURER D: Travelers Insurance		INSURER E: Crum & Forster Specialty Ins	44520	INSURER F:
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INSURER F:														
INSURED RADISE International, L.C. 4152 W Blue Heron Boulevard Suite 1114 Riviera Beach, FL 33404														

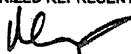
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6607K157015	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8107K148184	03/22/2018	03/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7K16875A	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB6K967849	03/22/2018	03/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			PKC104899	03/22/2018	03/22/2019	Claims Made \$ 2,000,000
E	Pollution Liab			PKC104899	03/22/2018	03/22/2019	Policy Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured including products and completed operations for general liability per CGD14, and auto liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers' compensation for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

RE: All Projects Performed in Palm Beach County
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it Officers, Employees and Agents are named as an Additional Insured with respect to General Liability when required by written cobtract. Retro Date - Professional Liability - 08/26/2004.

CERTIFICATE HOLDER Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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 
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ACORD 25 (2016/03)

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SECOND AMENDMENT TO THE ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION SERVICES CONTRACT NO. R2017-1660 DATED NOVEMBER 7, 2017, BY AND BETWEEN TERRACON CONSULTANTS, INC., AND PALM BEACH COUNTY

Attachment 2

This Second Amendment to the Annual Construction Materials Testing, Geotechnical Engineering and Inspection Services Contract dated November 7, 2017, (R2017-1660), hereinafter "CONTRACT", by and between Terracon Consultants, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, on November 7, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Second Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and

WHEREAS, this is the first of the two allowable one (1) year term CONTRACT extensions per section 4.1; and

WHEREAS, the original CONTRACT provides in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this Second Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT to the revised Fee Schedule provided by the CONSULTANT dated 7/18/2018, and attached hereto as **Exhibit B1**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019.

3. The Fee Schedule in the CONTRACT is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated 7/18/2018, and attached hereto as **Exhibit B1**.
4. It is the intent of the parties hereto that this Second Amendment shall not become binding until the date executed by the COUNTY.
5. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0814), shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT (R2017-1660) to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
Terracon Consultants, Inc.

BOARD OF COUNTY COMMISSIONERS

BY: _____
Melissa McKinlay, Mayor

BY: 
Michael J. Yost, Corporate Secretary

SEAL

CORPORATE SEAL



ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

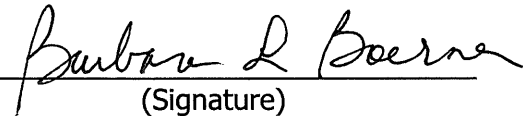
BY: Cindy J. Cornell
(Print Name)

BY: _____
(Print Name)

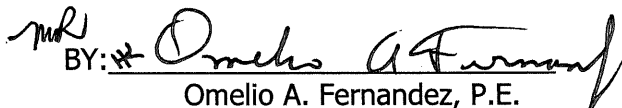

(Signature)

(Signature)

BY: Barbara L. Boerner
(Print Name)


(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:


BY: Omelio A. Fernandez
Omelio A. Fernandez, P.E.
Director of Roadway Production

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

SCOPE OF WORK

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.

Terracon Consultants, Inc.
SCHEDULE OF FEES AND SERVICES
Testing Lab Annual Services
 Effective Date 11/7/2018 to 11/6/2019

*Rates OK
HK*

I. SOIL TESTING

1.	Field Density Test (five [5] minimum)	\$25.00/test
2.	Proctors	\$100/test
3.	Florida Bearing Value Test	\$36.00/test
4.	Limerock Bearing Ratio Test	\$295.00/test
5.	Atterberg Limit	\$80.00/test
6.	Carbonate Content Test	\$75.00/test
7.	Organic Content Test	\$50.00/test
8.	D.O.T. Corrosivity	\$150.00/test
9.	Soil Observation (On Site)	\$56.04/hr
10.	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) -Prepare cylinders & slump test on site, and deliver to lab	\$140.00/set
2.	Additional Concrete cylinders	\$18.00/cyl.
3.	Concrete Compression test only [delivered to lab]	\$18.00/cyl.
4.	Slump test	\$10.50/test
5.	Air Content Test.....	\$15.00/test
6.	Stand-by.....	\$56.04/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$95.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$95.00/set
9.	Additional Mortar cubes	\$18.00/ea.
10.	Masonry Units A. Compressive Strength	\$80.00/unit
	B. Absorption	\$40.00/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test.....	\$80.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$30.00/core
12.	Swiss Hammer Testing	\$55.00/hour
13.	Windsor Probe Test (Min. 3 shots)	\$130.00/test
14.	Additional Windsor Probe Tests	\$60.00/test

III. AGGREGATE TESTING

1.	Grain size determination: A. Full grain size (8 sieves)	\$75.00/test
	B. Wash through (#200)	\$50.00/test
2.	Sieve Analysis - Coarse Aggregate	\$85.00/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate ...	\$70.00/test

IV. ASPHALT TESTING

1.	Asphalt Cores (obtaining core samples)	\$50.00/each
2.	Asphalt Extraction & Gradation	\$175.00/test
3.	Asphalt Density and Thickness	\$25.00/test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$120.00/test
5.	Coring Machine plus Generator Rental.....	\$200.00/trip
6.	Superpave Resolution Testing.....	
6A.	Gyratory Compaction, bulk specific gravity.....	\$150.00/each
6B.	Rice Testing.....	\$150.00/each

V. INSPECTION SERVICES

1.	Concrete Inspection (on job-site or plant)	\$58.00/hour
2.	Pile Driving Inspection.....	\$65.00/hour
3.	Pre-Stress Yard Inspection	\$65.00/hour
4.	Steel Inspection	\$65.00/hour
5.	Threshold Inspection	\$65.00/hour
6.	Asphalt Inspection (Plant or Roadway).....	\$65.00/hour
7.	PDA (Pile Dynamic Testing Services).....	\$2,000.00/test
8.	Helical Pile Inspection.....	\$68.00/hour
9.	Drill Shaft Logging / Inspection Services.....	\$68.00/hour

VI. FIELD EXPLORATIONS

1.	Auger Borings	\$10.00/LF
2.	Hand Augers	\$12.00/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50')	\$13.00/LF
	(51' - 100')	\$15.00/LF
4.	Grout bore holes - 0' - 50'	\$4.00/LF
	51' - 100'	\$5.00/LF
5.	Casing - 0' - 50'	\$6.00/LF
	51' - 100'	\$8.00/LF
6.	Static Cone Penetration Test (0' -100')	\$12.00/LF
7.	Muck Probing (4 hr min.)	\$130.00/hour
8.	Mobilization of drilling equipment to project (Min. Charge):	
1.	50 mile travel	\$350.00/trip
2.	100 mile travel	\$400.00/trip

VII. MISCELLANEOUS SERVICES

1.	Foundation Analysis and Recommendation	Staff Hours
2.	Percolation test	\$300.00/test
3.	Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)....	\$30.00/LF
4.	Plug & Abandon Monitoring Well, 25' Depth.....	\$150.00/hour

VIII. ENGINEERING AND PROFESSIONAL SERVICES

1.	Principal Engineer (If Needed / At Option of PBC)	\$192.73/hour
2.	Senior Geotechnical Engineer	\$141.95/hour
3.	Engineer, P.E.	\$110.95/hour
4.	Staff Engineer	\$83.17/hour
5.	Senior Engineering Technician	\$82.01/hour
6.	Engineering Technician	\$56.04/hour
7.	Drafter / CADD	\$60.00/hour

3.0 Multiplier



CERTIFICATE OF LIABILITY INSURANCE

1/1/2019 DATE (MM/DD/YYYY)
4/9/2018

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED 1367976 TERRACON CONSULTANTS, INC. 1225 OMAR ROAD WEST PALM BEACH FL 33405	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</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 : Lexington Insurance Company	19437	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : The Travelers Indemnity Company	25658														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 12404216 **REVISION NUMBER:** XXXXXXXX

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. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	TC2J-GLSA-1118L293	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2018 1/1/2018	1/1/2019 1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB131J374218 (AOS) TC2JUB131J374218 (CA) TRKUB131J384618 (AZ,MA,WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2018	1/1/2019	\$2,000,000 EACH CLAIM & \$3,000,000 IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Re: Construction Materials Testing, Geotechnical Engineering & Inspection Annual Services Agreement on a Task Order Basis; For All Projects With Palm Beach County. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & Agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Professional Liability Retroactive Date: Full Prior Acts.

CERTIFICATE HOLDER 12404216 PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC. (ITS) P.O. BOX 20270 LONG BEACH CA 90801	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
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SECOND AMENDMENT TO THE ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION CONTRACT NO. R2017-1661 DATED NOVEMBER 7, 2017, BY AND BETWEEN TIERRA SOUTH FLORIDA, INC., AND PALM BEACH COUNTY

*Attachment
3*

This Second Amendment to the Annual Construction Materials Testing, Geotechnical Engineering and Inspection Services Contract dated November 7, 2017, (R2017-1661), hereinafter "CONTRACT", by and between Tierra South Florida, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, on November 7, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Second Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and

WHEREAS, this is the first of the two allowable one (1) year term CONTRACT extensions per section 4.1.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019.
3. It is the intent of the parties hereto that this Second Amendment shall not become binding until the date executed by the COUNTY.
4. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0815), shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT (R2017-1661) to be executed and sealed this _____ day of _____, 2018.

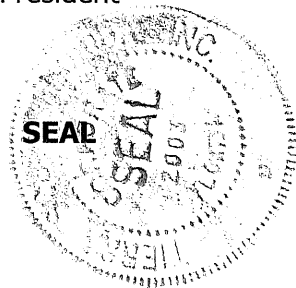
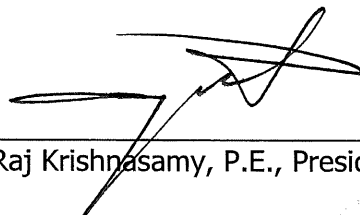
OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
Tierra South Florida, Inc.
a Florida Corporation

BOARD OF COUNTY COMMISSIONERS

BY: _____
Melissa McKinlay, Mayor

BY: _____
Raj Krishnasamy, P.E., President



SEAL

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

BY: Bonni Funt
(Print Name)

(Signature)

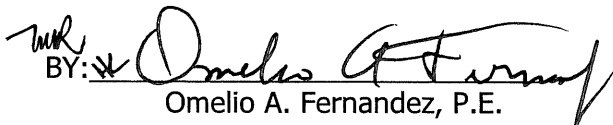
BY: _____
(Print Name)

(Signature)

BY: Dominique Bennett
(Print Name)

(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
Omelio A. Fernandez, P.E.
Director of Roadway Production

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



TIERSOU-01

NCHANDUVI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2017

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 have ADDITIONAL INSURED provisions or 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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Tierra South Florida, Inc 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411	INSURER A: Twin City Fire Insurance Company NAIC # 29459	
	INSURER B: Hartford Insurance Company Midwest (XV) A+ 37478	
	INSURER C: Hartford Casualty Insurance Company (XV) A+ 29424	
	INSURER D: Continental Casualty Company (CNA) A, XV 20443	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

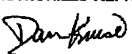
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Primary/NonContrib GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			42UUNNI5420	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENNL1551	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42RHUNI5231	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	42WEEK1279	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional			AEH591879490	09/01/2017	09/01/2018	Per Claim \$ 1,000,000
D	Liability			AEH591879490	09/01/2017	09/01/2018	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All Projects in Palm Beach County.

Palm Beach County, a Political Subdivision of the State of Florida, it's officers, employees, and agents are included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract via GL Endt (HG 00 01 06 05) and Auto Endt (HA 99 16 03 12). Professional Liability coverage is written on a claims-made basis. Retroactive Date: 09/01/2008.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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