

R2018 1325

**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**

SEP 1 8 2018

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 ~~SEP 18 2018~~ day of \_\_\_\_\_, 2018.

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

R2018 1325

CONSULTANT:  
**Terracon Consultants, Inc.**

BOARD OF COUNTY COMMISSIONERS

BY: Melissa McKinlay  
Melissa McKinlay, Mayor

BY: Michael J. Yost  
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: Tracey Powell  
(Print Name)  
Tracey Powell  
(Signature)

Cindy J. Cornell  
(Signature)

BY: Barbara L. Boerner  
(Print Name)

Barbara L Boerner  
(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  
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





# 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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C No. Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C No.):</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>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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<b>INSURED</b> 1367976 TERRACON CONSULTANTS, INC. 1225 OMAR ROAD WEST PALM BEACH FL 33405														

**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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B X	<b>COMMERCIAL GENERAL LIABILITY</b> <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"/> PRO-JECT <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 X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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 X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TC2JUB131J374218 (AOS) TC2JUB131J374218 (CA) TRKUB131J384618 (AZ,MA,WD)	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"/> 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
A	<b>PROFESSIONAL LIABILITY</b>	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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