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

SEP 18 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.
IN WITNESS WHEREOF, the parties have caused this Second Amendment to the CONTRACT (R2017-1660) to be executed and sealed the 18th day of SEPTEMBER 2018.

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

BOARD OF COUNTY COMMISSIONERS

BY: Melissa McKinlay, Mayor

SEAL

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

BY: Tracey Powell

(CPINT 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

CONSULTANT: Terracon Consultants, Inc.

BY: Michael J. Yost, Corporate Secretary

CORPORATE SEAL

ATTEST WITNESS:

BY: Cindy J. Cornell

(PRT NAME) (SIGNATURE)

BY: Barbara L. Boerner

(PRT NAME) (SIGNATURE)
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

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Fee/tst</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Field Density Test (five [5] minimum)</td>
<td>$25.00/test</td>
</tr>
<tr>
<td>2. Proctor</td>
<td>$100/test</td>
</tr>
<tr>
<td>3. Florida Bearing Value Test</td>
<td>$38.00/test</td>
</tr>
<tr>
<td>4. Limerock Bearing Ratio Test</td>
<td>$285.00/test</td>
</tr>
<tr>
<td>5. Atterberg Limit</td>
<td>$80.00/test</td>
</tr>
<tr>
<td>6. Carbonate Content Test</td>
<td>$75.00/test</td>
</tr>
<tr>
<td>7. Organic Content Test</td>
<td>$50.00/test</td>
</tr>
<tr>
<td>8. D.O.T. Corrosivity</td>
<td>$150.00/test</td>
</tr>
<tr>
<td>9. Soil Observation (On Site)</td>
<td>$56.04/hr</td>
</tr>
<tr>
<td>10. Natural Sample Moisture Content</td>
<td>$15.00/test</td>
</tr>
<tr>
<td>11. Unit Weight and Moisture Content (Undisturbed Sample)</td>
<td>$35.00/test</td>
</tr>
</tbody>
</table>

II. CONCRETE & MASONRY MATERIALS

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Fee/set</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Concrete Compression test (Min four [4] cylinders per trip)</td>
<td>$140.00/set</td>
</tr>
<tr>
<td>2. Additional Concrete cylinders</td>
<td>$18.00/cyl.</td>
</tr>
<tr>
<td>3. Concrete Compression test only [delivered to lab]</td>
<td>$18.00/cyl.</td>
</tr>
<tr>
<td>4. Slump test</td>
<td>$10.50/test</td>
</tr>
<tr>
<td>5. Air Content Test</td>
<td>$15.00/test</td>
</tr>
<tr>
<td>6. Stand-by</td>
<td>$56.04/hr</td>
</tr>
<tr>
<td>7. Grout Prism (Six [6] per set)</td>
<td>$95.00/set</td>
</tr>
<tr>
<td>8. 2&quot; x 2&quot; Mortar Cubes (Six [6] per set)</td>
<td>$95.00/set</td>
</tr>
<tr>
<td>9. Additional Mortar cubes</td>
<td>$18.00/ea.</td>
</tr>
<tr>
<td>10. Masonry Units</td>
<td></td>
</tr>
<tr>
<td>A. Compressive Strength</td>
<td>$80.00/unit</td>
</tr>
<tr>
<td>B. Absorption</td>
<td>$40.00/unit</td>
</tr>
<tr>
<td>11. Concrete Cores (Min. 3):</td>
<td></td>
</tr>
<tr>
<td>- Secure, trim &amp; test</td>
<td>$80.00/core</td>
</tr>
<tr>
<td>- Testing of core [delivered to lab (Incl. Trim)]</td>
<td>$30.00/core</td>
</tr>
<tr>
<td>12. Swiss Hammer Testing</td>
<td>$55.00/hour</td>
</tr>
<tr>
<td>13. Windsor Probe Test (Min. 3 shots)</td>
<td>$130.00/test</td>
</tr>
<tr>
<td>14. Additional Windsor Probe Tests</td>
<td>$60.00/test</td>
</tr>
</tbody>
</table>

III. AGGREGATE TESTING

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Fee/tst</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Grain size determination:</td>
<td></td>
</tr>
<tr>
<td>A. Full grain size (8 sieves)</td>
<td>$76.00/test</td>
</tr>
<tr>
<td>B. Wash through (#200)</td>
<td>$50.00/test</td>
</tr>
<tr>
<td>2. Sieve Analysis - Coarse Aggregate</td>
<td>$85.00/test</td>
</tr>
<tr>
<td>3. Specific Gravity &amp; Absorption of Fine or Coarse Aggregate</td>
<td>$70.00/test</td>
</tr>
</tbody>
</table>
### 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 ................................................................................................. $160.00/each

### V. INSPECTION SERVICES
1. Concrete Inspection (on job-site or plant) .............................................................. $58.00/hour
2. Pile Driving Inspection .......................................................................................... $85.00/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 .......................................................................................... $55.00/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**

**Date (MM/DD/YYYY):** 1/1/2019

**PRODUCER:** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**INSURED:** TERRACON CONSULTANTS, INC.  
1225 OMAR ROAD  
WEST PALM BEACH FL 33405

**CERTIFICATE NUMBER:** 12404216  
**REVISED NUMBER:** XXXXXXX

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**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL/ SUBS.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
</table>
| X COMMERCIAL GENERAL LIABILITY  
CLAIMS-MADE X OCCUR | N N | TC2J-OI-GLSA-1118L295 | 1/1/2018 | 1/1/2019 | $1,000,000 |
| X CONTRACTUAL LIAB | N N | TC2J-CAP-13113858 | 1/1/2018 | 1/1/2019 | $2,000,000 |
| X AUTO COVERAGE | N N | ZUP-91X665833 (EXCLUDES PROF. LIAB.) | 1/1/2018 | 1/1/2019 | $5,000,000 |
| X ANY AUTO OWNED-auto ONLY SCHEDULED AUTOs NON-OWNED AUTOs ONLY | N N | TC2JUB1311374218 (AOS)  
TC2JUB1311374218 (CA)  
TKKUB15113384618 (AZ, MA, WI) | 1/1/2018 | 1/1/2019 | $1,000,000 |
| X WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY  
AND ANY PROPRIETOR/COMPANY/EXECUTIVE OFFICERS' LIABILITY | Y N | N A | N/A | N/A | $1,000,000  
$1,000,000  
$1,000,000  
$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS(S) REFERENCED.

**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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