

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☒ 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 Street Lighting Annual Agreements with ADA Engineering, Inc., whose original Agreement was dated May 1, 2007, R2007-0610 and Erdman Anthony of Florida, Inc., whose original Agreement was dated May 1, 2007, R2007-0611.

**SUMMARY:** Approval of these Renewal Agreements will extend for one year required professional services on a task order basis.

Countywide (PK)

**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. This is the second and final renewal of these firms' Agreements. 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 second and final renewal of the Annual Agreements. This transaction will maintain the continuous process of professional services required by the County.

**Attachments:**

1. Renewal Agreements with Exhibits and Certificate of Insurance (2)

Recommended By: Donna A. Farnum

Director

3/12/09  
Date

Approved By: T. Webb

County Engineer

3/12/09  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	*	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ☐ No ☒

### Budget Account No.:

Fund      Agency      Organization      Object      Amount

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

### C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

\* Fiscal impact is indeterminable at this time, work will be performed on a task order basis.

Jim Dool 3-18-09  
OFMB

MD  
3/17/09  
CN  
3/16/09  
JP  
3/16/09

Dr. J. Smith 3/19/09  
Contract Administration  
Done 3/19/09

This item complies with current  
County policies.

### B. Legal Sufficiency:

Paul F. J. 3/20/09  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



Corporate Office  
8550 NW 33<sup>rd</sup> Street, Suite 101  
Doral, Florida 33122  
T 305.551.4608  
F 305.551.8977  
www.adaengineering.com

February 4, 2009

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 STREET LIGHTING SERVICES ANNUAL AGREEMENT  
DATED MAY 1, 2007 (R2007-0610)**

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 May 1, 2009 through April 30, 2010.

We are in agreement that all provisions in the original Agreement 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,

ADA Engineering, Inc.

Ivette O. Argudin  
Ivette O. Argudin, Vice President

Attest: Annette Calavera

2/10/2009  
DATE

2/10/09  
DATE



Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

BY: John F. Koons, Chairman

BY: Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

\_\_\_\_\_

Sharon R. Bock

*Rates OK,  
2/24*

**ATTACHMENT "B"**  
**Palm Beach County**  
**Fee Summary for the Street Lighting System Design and Related Inspection (CEI) Services**

Staff Title	Chief Engineer	Project Manager	Senior Engineer	Engineer	Inspector	CADD Computer Technician
Average Salary for 2008		\$48,000	\$60,000	\$38,000	\$28,000	\$18,000

FDOT Lorraine Odom  
 2008 Letter - Attached  
 Expenses Multiplier

((1+1.6243) x 1.12 =

2.94\*  
 3.12%

**\*MUST USE INITIAL NEGOTIATED CONTRACT MULTIPLIER**

**LABOR 2.65**  
**EXPENSES 5.48%**

Project: Street Lighting Annual Services  
Project No.: On a Task Order Basis  
CONSULTANT: ADA Engineering, Inc.

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

By entering into this Agreement, the **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** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **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**, 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** 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** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

  
Ms. Ivette O. Argudin, Vice President

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project: Street Lighting Annual Services Project No.: On a Task Order Basis

ENGINEER 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:

N/A

(Attach additional sheets as needed.)

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

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE is submitted by Ms. Ivette O. Argudin, as  
(Name of Individual)

Vice President, of ADA Engineering, Inc.  
(Title/Position) (Firm Name of ENGINEER)

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

Ivette O. Argudin  
(Signature)

2/10/09  
(Date)

F:\ROADWAY\CCNA\Annals\Street Lighting\ADA\2009\Disclosure Doc.doc

Client#: 7304

ADAENGI3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/15/08
<b>PRODUCER</b> Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
<b>INSURED</b> A.D.A. Engineering, Inc. 8550 NW 33rd St, Suite 101 Doral, FL 33122		
<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Zurich American Insurance Company		16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER Professional Liability</b>	EOC926289701	10/18/08	10/18/09	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability is written on a claims made and reported basis.

Retroactive date for Professional Liability is 09/19/1994.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County  
c/o Department of Engineering & Public Works  
2300 N. Jog Road, 3rd Floor  
West Palm Beach, FL 33411-2745

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID KL ADAEN-1	DATE (MM/DD/YYYY) 09/11/08
PRODUCER  ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  A.D.A. Engineering, Inc. Att: Ivette Argudin 8550 NW 33 St., Suite 101 Doral FL 33122		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Accident & Indemnity	22357
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	84SBWCG2118	11/01/08	11/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> XCP				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB.				GENERAL AGGREGATE	\$ 2,000,000
	PROFESSIONAL LIAB EXCL				PRODUCTS - COM/PROP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	84UEGPQ2064	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC	\$
<input checked="" type="checkbox"/> Uninsured Motorst	AUTO ONLY: AGG	\$				
<input checked="" type="checkbox"/> FL NoFault- Basic						
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
A	EXCESS/UMBRELLA LIABILITY	84SBWCG2118	11/01/08	11/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	84WEGLA3854	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT				\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below						
OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS WORK PERFORMED BY THE NAMED INSURED FOR COVERAGES EXCEPT W/C. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION IS INCLUDED IN FAVOR OF ADDL INSURED AND/OR CERT HOLDER CG2010R

CERTIFICATE HOLDER	CANCELLATION
PALMB02	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
PALM BEACH COUNTY c/o DEPT ENGINEERING & PUBLIC WORKS 2300 NORTH JOG ROAD, 3RD FLOOR WEST PALM BEACH FL 33411-2745	AUTHORIZED REPRESENTATIVE <i>Alfred A. Patis</i>

POLICY NUMBER: 84SBWCG2118  
INSURED: A.D.A. Engineering, Inc.

COMMERCIAL GENERAL LIABILITY

**FORM CG 2010 1185 REPLACEMENT  
ADDITIONAL INSURED BY CONTRACT, AGREEMENT  
OR PERMIT**

This is a summary of the Coverage provided by the BUSINESS LIABILITY COVERAGE FORM SS 00 08 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 00 08 to determine the scope of your insurance protection.

WHO IS AN INSURED (Section C) states that the following is also an insured:

**Additional Insureds by Contract, Agreement or Permit**

Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this Business Liability Coverage Form, but only with respect to your operations, "your work" or facilities owned or used by you.

However, coverage under this provision does not apply:

- (1) Unless the written contract or agreement has been executed or a permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury".
- (2) To any person or organization included as an insured under provision g. (Broad Form Vendors).
- (3) To any other person or organization shown in the Declarations as an Additional Insured.

Additional provisions and exclusions apply. Refer to coverage form SS 00 08 to determine the scope of your insurance protection.

When required by contract, coverage is primary and any insurance held by the additional insured(s) shall be excess and non-contributory.

RECEIVED FEB 08 2009  
ERDMAN  
ANTHONY 

February 4, 2009

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 STREET LIGHTING SERVICES ANNUAL AGREEMENT  
DATED MAY 1, 2007 (R2007-0611)**

Dear Sir:

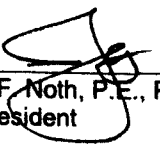
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of May 1, 2009 through April 30, 2010.

We are in agreement that all provisions in the original Agreement 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.

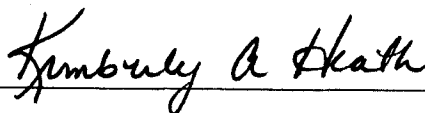
Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Erdman Anthony of Florida, Inc.

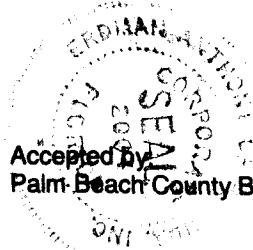
  
James F. Noth, P.E., P.S.M.  
Vice President

Attest:



2/05/09  
DATE

2/5/09  
DATE



CORPORATE  
SEAL

Accepted by  
Palm Beach County Board of Commissioners

Attest:

Sharon R. Bock, Clerk and Comptroller

BY: John F. Koons, Chairman

BY: Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

F:\ROADWAY\CCNA\Annuals\Street Lighting\Erdman Anthony\2009\Renewal Intent.doc



*Rates OK,  
8/24*

Classification	Rates	
	Raw Labor Rate	Burdened Rate
Project Manager	\$49.50	\$148.51 / Hour
Senior Engineer	\$46.36	\$139.09 / Hour
Project Engineer	\$36.00	\$108.00 / Hour
Designer	\$29.75	\$89.25 / Hour
Engineering Technician	\$21.83	\$65.49 / Hour
Engineering Intern	\$24.68	\$74.04 / Hour

Project: Street Lighting Annual Services  
Project No.: On a Task Order Basis  
CONSULTANT: Erdman Anthony of Florida, Inc.

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

By entering into this Agreement, the **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**

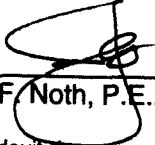
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

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

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

  
\_\_\_\_\_  
James F. Noth, P.E., P.S.M., Vice President

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project: Street Lighting Annual Services

Project No.: On a Task Order Basis

ENGINEER 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.)

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


ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

**THIS DISCLOSURE** is submitted by James F. Noth, P.E., P.S.M., as  
(Name of Individual)

Vice President, of Erdman Anthony of Florida, Inc.  
(Title/Position) (Firm Name of ENGINEER)

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

  
(Signature)


2/05/09  
(Date)

F:\ROADWAY\CCNA\Annuals\Street Lighting\Erdman Anthony\2009\Disclosure Doc.doc

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID AD ERDMA-1	DATE (MM/DD/YYYY) 11/24/08
<b>PRODUCER</b>  Poole Professional - NY 107 Audubon Rd #2 Ste 305 Wakefield MA 01880 Phone: 781-245-5400 Fax: 781-245-5463		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  Erdman Anthony of Florida, Inc. 2165 Brighton Henrietta T-L Rd Rochester NY 14623-2755		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: XL Specialty Insurance Co.	37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COM/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	A&E PL	DPR9611622 RETRO DATE 1/1/1954	04/15/08	04/15/09	Per Claim	\$1,000,000
					Aggregate	\$2,000,000

<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b>	
For professional liability coverage the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense. Project Name: For all Projects with Palm Beach County.	

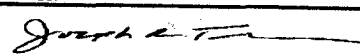
<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Palm Beach County Roadway Production Division 2300 N. Jog Road Suite #3W-33 West Palm Beach FL 33411-2745	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/16/2008
PRODUCER (585) 546-3747 FAX: (585) 424-2798 First Niagara Risk Management, Inc 777 Canal View Boulevard Suite 100 Rochester NY 14623		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Erdman, Anthony and Associates, Inc. 2165 Brighton Henrietta - Townline Road Rochester NY 14623		INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty INSURER B: Hartford Underwriters INSURER C: INSURER D: INSURER E:
		NAIC # 29424 30104

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	01UUNTI4139	1/1/2009	1/1/2010	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01UUNTI4139	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	01XHUTI3389	1/1/2009	1/1/2010	EACH OCCURRENCE \$ \$10,000,000
					AGGREGATE \$ \$10,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	01WBPS4570	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additional insureds for general & auto liability when required by executed written contract for all projects with Palm Beach County.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Roadway Production Attn: David Young 2300 N. Jog Road Vista Center - 3rd Floor West Palm Beach, FL 33411	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE Joseph Teresi/MARMAR 
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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.