

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 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 Traffic Signal Design Services Annual Agreements with Arcadis U.S. Inc., whose original Agreement was dated September 9, 2008, R2008-1414, and Progressive Design & Engineering, Inc., whose original Agreement was dated July 22, 2008, R2008-1280.

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 first 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 first 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: 224

Director

Date

Approved By: Sy J. Webb

County Engineer

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-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

* This item has a no fiscal impact. Two traffic signal design contractors are eligible to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review: Adwillhite

III. REVIEW COMMENTS

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

OFMB 5/5/09 Contract Dev. and Control 5/6/09
(Handwritten: CN 4/29/09, 5/10/09, E. Jones 5/6/09)

B. Approved as to Form and Legal Sufficiency:

Paul F. J.
Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

Department Director

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



Infrastructure, environment, facilities

March 19, 2009

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

**RE: RENEWAL AGREEMENT FOR TRAFFIC SIGNAL DESIGN ANNUAL AGREEMENT
DATED SEPTEMBER 9, 2008 (R2008-1414)**

Dear Sir:

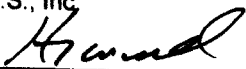
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of September 9, 2009 through September 8, 2010.

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,

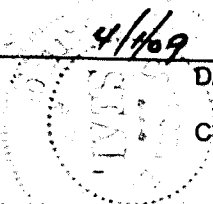
Arcadis U.S., Inc.



Henry W. Deibel, Jr., P.E.
Associate Vice President

Attest:





4/1/09
DATE

DATE

CORPORATE
SEAL

4/1/09
DATE

DATE

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

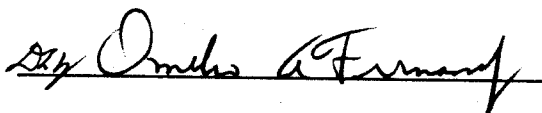
BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney



F:\ROADWAY\CCNA\Annals\Traffic Signal\Arcadis\2009\Renewal Intent.doc

Imagine the result



Infrastructure, environment, facilities

ARCADIS U.S. Inc.
Palm Beach County Annual Traffic Signals

Date: 04/2/09

Base Wage Rates

Classification	Current Hrly Rate	Composite %	Composite Rate	Contract Base Rate
Chief Engineer				
Hank Deibel	66.20	100.0%	66.20	
Total		100.0%	66.20	66.20
Project Manager				
Tricia Barr	43.95	100.0%	43.95	
Total		100.0%	43.95	43.95
Project Engineer				
Zahidul Siddique	29.95	100.0%	29.95	
Total		100.0%	29.95	29.95
Designer				
Bonnie Fazio	28.12	100.0%	28.12	
Total		100.0%	28.12	28.12

Imagine the result

PROJECT: Traffic Signal Design Annual Services
Project No.: On a Task Order Basis

CONSULTANT: Arcadis U.S., 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.



Henry W. Deibel, Jr., P.E., Associate Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Traffic Signal Design 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.)

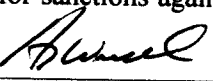
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence 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 Henry Deibel, Jr., P.E., as
(Name of Individual)
Associate Vice President, of Arcadis U.S., 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.

 3/27/09
(Signature) (Date)

F:\ROADWAY\CCNA\Annuals\Traffic Signal\Arcadis\2009\Disclosure Doc.doc

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2008

PRODUCER

Aon Risk Services South, Inc.
fka Aon Risk Services, Inc. of Tennessee
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

PHONE: (866) 283-7122

FAX: (847) 953-5390

INSURED

ARCADIS U.S., Inc.
630 Plaza Dr Ste 200
Highlands Ranch CO 80129-2379 USATHIS 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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

19437

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.

SEE MAY APPLY

LIMITS SHOWN ARE AS REQUESTED

Holder Identifier:

Certificate No: 570028830645

INSURANCE LTR	INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC JECT				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
		AUTOMOBILE LIABILITY <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)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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		OTHER Contractor Poll	5766461 Prof Liab - Contractors	06/01/08	06/01/09	Each Claim \$5,000,000 Annual Aggregate \$5,000,000

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

Re: Engineering Design Services
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers,
Employees, and Agents are added as additional insureds on the Pollution Liability policy as respects Liability

CERTIFICATE HOLDER

Palm Beach County
Attn: JaeAnn Dean
2300 North Jog Road
West Palm Beach FL 33411 USA

CANCELLATION

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

Aon Risk Services, Inc. of Tennessee

ACORD 25 (2001/08)

ACORD CORPORATION 1998

Attachment to ACORD Certificate for **ARCADIS U.S., Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

ARCADIS U.S., Inc.
630 Plaza Dr Ste 200
Highlands Ranch CO 80129-2379 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADDP INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		OTHER					
		<input checked="" type="checkbox"/> Claims-Made					
		<input checked="" type="checkbox"/> Professional Liabil-					
		<input checked="" type="checkbox"/> and Contractors					
		<input checked="" type="checkbox"/> Pollution Liability					

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

arising out of activities by, or on behalf of the named Insured for this project.

Prior acts (Retro) of January 1, 1958 applies to this contract for the Professional Liability and September 26, 2000 for the Pollution Liability coverage.

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

Certificate No :

570028830645

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2008

PRODUCER

Aon Risk Services South, Inc.
Franklin TN Office
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

PHONE (866) 283-7122

FAX (847) 953-5390

INSURED

ARCADIS G&M of North Carolina, Inc.
630 Plaza Drive, Suite 200
Highlands Ranch CO 80129 USATHIS 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.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A	Greenwich Insurance Company	22322
INSURER B	XL Specialty Insurance Co	37885
INSURER C		
INSURER D		
INSURER E		

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADPT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC	GEC001076107 General Liability	01/01/09	01/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						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		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	AEC001075807 Auto (AOS) AEC001719505 Mass Auto	01/01/09	01/01/10	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	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	RWD943516303 Workers Compensation RWR943516703 State of Wisconsin	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
				01/01/09	01/01/10	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

RE: Engineering Design Services for all projects with Palm Beach County. Palm Beach County Board of County
Commissioners, A Political Subdivision of the State of Florida, Employees and Agents are named as
Additional Insureds as to General Liability and Automobile Liability. The General Liability and Automobile

CERTIFICATE HOLDER

Palm Beach County
P.O. Box 21229
West Palm Beach FL 33416 USA

CANCELLATION

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

Aon Risk Services, Inc. of Tennessee

ACORD CORPORATION 1998

Certificate No : 570032122982

Attachment to ACORD Certificate for ARCADIS G&M of North Carolina, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

ARCADIS G&M of North Carolina, Inc.
630 Plaza Drive, Suite 200
Highlands Ranch CO 80129 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

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

Liability policies certified hereon are primary to other insurance available to the certificate holder, but only to the extent required by written contract with the insured, and always subject to the policy terms, conditions and exclusions. Waiver of Subrogation is granted in favor of the Additional Insureds referring to General, Automobile liability and Workers Compensation as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

March 19, 2009

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

**RE: RENEWAL AGREEMENT FOR TRAFFIC SIGNAL DESIGN ANNUAL AGREEMENT
DATED JULY 22, 2008 (R2008-1280)**

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 July 22, 2009 through July 21, 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,

Progressive Design & Engineering, Inc.



Karen Majdalawi, President

Attest:



Wael Majdalawi, Executive Vice-President

March 19, 2009

DATE

March 19, 2009

DATE

CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

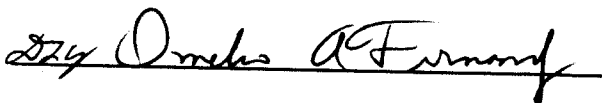
BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney





Traffic Signal Design Annual Services on Task Order Basis

*Rates OK,
2/24*

Current Wage Rates

Title	Rate
Project Manager	\$54.11
Senior Engineer	\$46.00

Proposed Labor Rates

Escalated Hourly Rates based on Actual Salaries

Title	Proposed	
	Hourly Rate (Unloaded)	Hourly Rate (Loaded)
Project Manager	\$54.11	\$161.79
Senior Engineer	\$46.00	\$137.53

Multiplier

Title	Rate
Overhead Rate	167.85%
Operating Margin	12%
Overhead Multiplier	2.99

The following subconsultants will be utilized:

Tierra Geotechnical & Materials Engineering (Unit Price Services)

Project: Traffic Signal Design Annual Services
Project No.: On a Task Order Basis
CONSULTANT: Progressive Engineering & Design, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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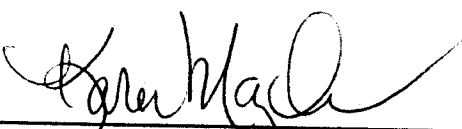
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Karen Majdalawi, President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Traffic Signal Design Annual Services
Project No.: On a Task Order Basis

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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.

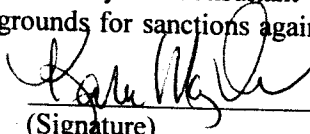
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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. Karen Majdalawi, as
(Name of Individual)

President, of Progressive Design & 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.


(Signature) April 7, 2009
(Date)

F:\ROADWAY\CCNA\Annals\Traffic Signal\PROGRESSIVE\2009\Disclosure Doc.doc

PROGRES3

DATE (MM/DD/YYYY)
03/09/09

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Old Dominion Insurance Company	40231
INSURER B:	Hudson Insurance Company	25054
INSURER C:		
INSURER D:		
INSURER E:		

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 INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	BPG95101	03/11/09	03/11/10	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
A		AUTOMOBILE LIABILITY	BPG95101	03/11/09	03/11/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input 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	\$
						AUTO ONLY: AGG	\$
		GARAGE LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
							\$
							\$
							\$
							\$
							\$
		EXCESS/UMBRELLA LIABILITY				WC STATUTORY LIMITS	OTH-ER
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				E.L. EACH ACCIDENT	\$
		<input type="checkbox"/> DEDUCTIBLE				E.L. DISEASE - EA EMPLOYEE	\$
		RETENTION \$				E.L. DISEASE - POLICY LIMIT	\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AEE7128703	04/14/08	04/14/09	\$1,000,000 per claim	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				\$1,000,000 annl aggr.	
B		OTHER Professional Liability	AEE7128703	04/14/08	04/14/09	\$1,000,000 per claim	
						\$1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability is written on a claims made and reported basis.

RE: Project Number: On a Task Order Basis
Project Description: Traffic Signal Design Services
(See Attached Descriptions)

CANCELLATION

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.

DESCRIPTIONS (Continued from Page 1)

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are listed as additional insureds with respects to the General Liability and Auto Liability policy for this project. Professional Liability retroactive date is 02/16/2000.



06-27-2006

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

• • CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW • •

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE: 02/21/2001 • • EXPIRATION DATE: N/A

PERSON: MAJDALAWI KAREN

FEIN: 650523842

BUSINESS NAME AND ADDRESS: PROGRESSIVE DESIGN & ENGINEERING INC
10891 LA REINA ROAD
SUITE 100
DELRAY BEACH FL 33446

SCOPES OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04

QUESTIONS? (850) 413-1609

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION NON-CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION FROM FLORIDA WORKERS' COMPENSATION LAW</p> <p>EFFECTIVE: 02/21/2001 • • EXPIRATION DATE: N/A</p> <p>PERSON: KAREN MAJDALAWI FEIN: 650523842</p> <p>BUSINESS NAME AND ADDRESS: PROGRESSIVE DESIGN & ENGINEERING INC 10891 LA REINA ROAD SUITE 100 DELRAY BEACH, FL 33446</p> <p>SCOPE OF BUSINESS OR TRADE: 1- CONSULTANT / MANAGEMENT</p>	<p>F O L D H E R E</p> <p>IMPORTANT</p> <p>Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>QUESTIONS? (850) 413-1609</p>
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CUT HERE

• Carry bottom portion on the job, keep upper portion for your records.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-04