

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 12, 2010

☒ 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 Intersection Improvement Annual Agreements with Arcadis U.S., Inc., whose original Agreement was dated March 11, 2008, R2008-0305 and Erdman Anthony of Florida, Inc., whose original Agreement was dated February 5, 2008, R2008-0164.

SUMMARY: Approval of these Renewal Agreements will extend required professional services for one year, 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: [Signature] Director 12/11/09 Date

Approved By: [Signature] County Engineer 12/22/09 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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	-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:

This item has no fiscal impact.

C. Departmental Fiscal Review: Atwillhite

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim D. 12-23-09
OFMB

pm
12/22/09

Don J. Lawrence 12/28/09
Contract Administration

This item complies with current
County policies.

B. Legal Sufficiency:

Paul F. 12/29/09
Assistant County Attorney

Engineering is obtaining
updated insurance certificates

C. Other Department Review:

Department Director

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



November 23, 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 INTERSECTION IMPROVEMENTS ANNUAL
DATED MARCH 11, 2008 (R2008-0305)**

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 March 11, 2010 through March 10, 2011.

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.,
Assoc. Vice President

Attest: _____

DATE

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Burt Aaronson, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney

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Rates OK,
5/24

Exhibit B
Task Order Basis – Fee Schedule

ARCADIS U.S., Inc.

2081 Village Parkway
Phone: (561) 697-7075
Contact: Henry W. Deibel, Jr., PE

Email: hank.deibel@arcadis-us.com
West Palm Beach, FL 33411
Fax: (561) 697-7751

Fee Schedule – Effective March 11, 2010 through March 10, 2011		
Classification	Raw Rate	Burdened Rate
Project Manager (Sr. PE)	\$49.54	\$146.64 ✓
Project Manager	\$44.69	\$132.28 ✓
Project Engineer (PE)	\$37.06	\$109.70 ✓
Designer	\$26.24	\$77.67 ✓
Senior Cadd Operator	\$22.50	\$66.60 ✓
Cadd/Draftsman	\$18.00	\$53.28 ✓
Engineering Technician (Field Rep.)	\$21.42	\$63.40 ✓
Surveyor (PSM)	\$33.21	\$98.30 ✓
Survey Technician	\$23.03	\$68.17 ✓
Survey Field Crew (2-Man)	\$38.56	\$114.14 ✓
Survey Field Crew (3-Man)	\$42.85	\$126.84 ✓
Survey Field Crew (4-Man)	\$47.75	\$141.34 ✓

Multiplier:

Salary: 1.00

Overhead & Fringe: 1.65

Subtotal; 2.65

12% Profit: 0.3176

Total: 2.96 ✓

Sub-Consultants

Pinder Troutman Consulting, Inc.
Design Services/Traffic Analysis
Andrea M. Troutman

Kathleen L. Hall Land Surveying
Land Surveying
Kathy Hall

Tierra South Florida
Geotechnical
Raj Krishnashamy

Erdman Anthony
Design Services/Lighting
Dana Gillette

ARCADIS US, Inc. will provide "Additional Services, as Authorized and approved by the Owner, Palm Beach County".

PROJECT: Intersection Improvements Annual Service
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., Assoc. Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Intersection Improvements Annual Service **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.

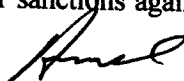
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

 11/23/09
(Signature) (Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2009PRODUCER
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 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

INSURER A: Lexington Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NAIC #

19437

Holder Identifier:

COVERAGES

SIR applies per terms and conditions of the policy

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

INNER LTR	ADD'L INSRD	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 <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 (In occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (In 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? (Mandatory in NJ) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-MULTIPL. LIMIT
A		OTHER Contractor poll	015448957 Prof. & Poll. Liability	06/01/2009	06/01/2010	Each Claim \$5,000,000 Annual Aggregate \$5,000,000 SIR/deductible (1) \$1,000,000

Certificate No: 570036626519

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Engineering Design Services. 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. Retro Date on Professional Liability: January 1, 1958 and Retro

CERTIFICATE HOLDER

Palm Beach County
PO 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 South, Inc.

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD ©1988-2009 ACORD CORPORATION. All rights reserved.

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.

(INSURER)
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.

INNER LTR	ADD'L 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 ENDORSEMENTS/SPECIAL PROVISIONS
Date on Pollution Liability: September 26, 2000. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2009

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

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: Greenwich Insurance Company

22322

INSURER B: XL Specialty Insurance Co

37885

INSURER C:

INSURER D:

INSURER E:

Holder Identifier:

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

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.

LIMITS SHOWN ARE AS REQUESTED

INS LTR	ADD'L INSURER	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 <input type="checkbox"/> GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GEC001076107 General Liability	01/01/2009	01/01/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Aov one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOF 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 <input checked="" type="checkbox"/> Property Damage to Others	AEC001075807 Auto (AOS) AEC001719505 Mass Auto	01/01/2009	01/01/2010	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
		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? (Mandatory in NE) If yes, describe under SPECIAL PROVISIONS below	RWD943516303 Workers Compensation RWR943516703 State of Wisconsin	01/01/2009	01/01/2010	<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				

Certificate No: 570036079533

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
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, its Officers, 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 South Inc

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	

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.



November 25, 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 INTERSECTION IMPROVEMENTS ANNUAL
DATED FEBRUARY 5, 2008 (R2008-0164)**

Dear Mr. Young:

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 February 5, 2010 through February 4, 2011.

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.

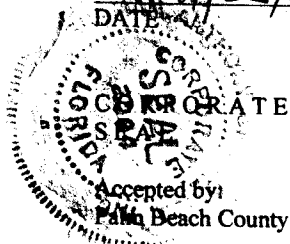

James F. Noth, P.E., P.S.M., Vice President

Attest:



DATE: 11/25/09

11-25-09
DATE



Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

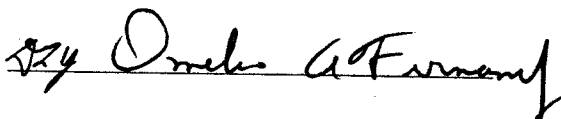
BY: _____
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney



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*Rates OK,
2/24*

**Intersection Improvement Projects on a Task Order Basis
R2008-0164
Fee Schedule
Effective 2/5/2010 - 2/4/2011**

Multiplier = 3.00

Classification	Accepted Rate	
CADD/Computer Technician	\$	75.00 / Hour
Designer	\$	93.50 / Hour
Engineering Intern	\$	78.00 / Hour
Project Engineer	\$	135.00 / Hour
Project Manager	\$	150.50 / Hour
Senior Engineer	\$	166.00 / Hour
2-Man survey crew	\$	120.00 / Hour
1-Man survey crew	\$	67.50 / Hour
PLS	\$	135.00 / Hour

PROJECT: Intersection Improvements Annual Service
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.

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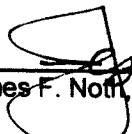
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The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity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



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

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Intersection Improvements Annual Service **Project No.:** On a Task Order Basis

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(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.

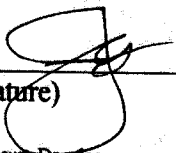
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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) 11/11/03
(Date)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID AD

ERDMA-1

DATE (MM/DD/YYYY)

04/14/09

PRODUCER

Poole Professional - NY
107 Audubon Rd #2 Ste 305
Wakefield MA 01880
Phone: 781-245-5400 Fax: 781-245-5463

INSURED

Erdman Anthony of Florida,
Inc.
2165 Brighton Henriette T-L Rd
Rochester NY 14623-2755

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

INSURER A: XL Specialty Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

NAIC #

37885

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.

WORK AUTO LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<div>GENERAL LIABILITY</div> <div><div><div>COMMERCIAL GENERAL LIABILITY</div><div>CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/></div></div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <div><div>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/></div></div></div>				<div>EACH OCCURRENCE \$</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</div> <div>MED EXP (Any one person) \$</div> <div>PERSONAL & ADV INJURY \$</div> <div>GENERAL AGGREGATE \$</div> <div>PRODUCTS - COM/PROP AGG \$</div>
	<div>AUTOMOBILE LIABILITY</div> <div><div><div>ANY AUTO</div><div>ALL OWNED AUTOS</div><div>SCHEDULED AUTOS</div><div>HIRED AUTOS</div><div>NON-OWNED AUTOS</div></div></div>				<div>COMBINED SINGLE LIMIT (Ea accident) \$</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div>
	<div>GARAGE LIABILITY</div> <div><div><div>ANY AUTO</div></div></div>				<div>AUTO ONLY - EA ACCIDENT \$</div> <div>OTHER THAN EA ACC \$</div> <div>AUTO ONLY: AOG \$</div>
	<div>EXCESS/UMBRELLA LIABILITY</div> <div><div><div>OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/></div><div>DEDUCTIBLE \$</div><div>RETENTION \$</div></div></div>				<div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div> <div>\$</div> <div>\$</div> <div>\$</div>
	<div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</div><div>If yes, describe under SPECIAL PROVISIONS below</div></div>				<div><div>WC STATU-TORY LIMITS</div><div>OTH-ER</div></div> <div>E.L. EACH ACCIDENT \$</div> <div>E.L. DISEASE - EA EMPLOYEE \$</div> <div>E.L. DISEASE - POLICY LIMIT \$</div>
A	<div>OTHER</div> <div>A&E PL</div>	<div>DPR9618708</div> <div>RETRO DATE 1/1/1954</div>	<div>04/15/09</div>	<div>04/15/10</div>	<div>Per Claim \$1,000,000</div> <div>Aggregate \$2,000,000</div>

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

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 & expense.
Project Name: All projects with Palm Beach County.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners c/o Eng. & Public Work Ops/Roadway Prod
2300 N. Jog Road, Ste #3W-33
West Palm Beach FL 33411-2745

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

ACORD 25 (2001/08)

ACORD CORPORATION 1988

ACORD - CERTIFICATE OF LIABILITY INSURANCE		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 ADDL LTR INDR	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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01UUNT14139	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 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	01UUNT14139	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 EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	01XHUT13389	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 OTHER	01WBPS4570	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Project Name: "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, and Agents, shall be named Additional Insured as to General Liability.

CERTIFICATE HOLDER

Palm Beach County
Roadway Production Division
2300 N. Jog Road
Suite #3W-33
West Palm Beach, FL 33411-2745

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

Joseph Teresi/MARMAR