

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

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 Services Annual Agreements with Erdman Anthony of Florida, Inc., (EAF), whose original Agreement was dated April 20, 2010, R2010-0552 and Progressive Design & Engineering, Inc., (PD&E), whose original Agreement was dated April 20, 2010, R2010-0553.

SUMMARY: Approval of these Renewal Agreements will extend the required professional services for one year, on a task order basis. The Renewal Agreement with EAF will continue for the period of April 20, 2011 through April 19, 2012. The Renewal Agreement with PD&E will continue for the period of April 20, 2011 through April 19, 2012. EAF and PD&E are both Palm Beach County companies.

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 wishes 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 attached consultant 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 2/16/11 Date
Approved By: [Signature] County Engineer 3/1/11 Date



February 9, 2011

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 APRIL 20, 2010 (R2010-0552)**

Dear Mr. Young:

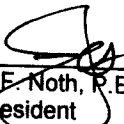
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of April 20, 2011 through April 19, 2012.

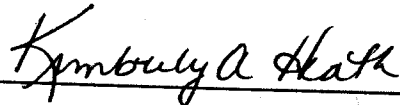
We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

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 2/11/11

DATE 2/11/11



Accepted by:
Palm Beach County Board of Commissioners

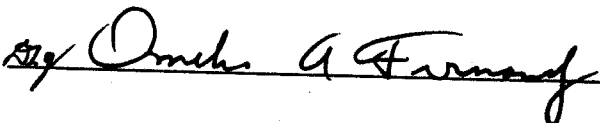
Attest:
Sharon R. Bock, Clerk and Comptroller

BY: Karen T. Marcus, Chair

BY: Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:





*Rates OK,
DZy*

Rates

Classification	Raw Labor Rate	Negotiated Rate	Burdened Rate
Project Manager	\$61.10	\$59.20	\$177.60 / Hour
Senior Engineer	\$53.50	\$52.25	\$156.75 / Hour
Designer	\$32.59	\$32.11	\$ 96.33 / Hour
CADD Technician	\$31.86	\$24.00	\$ 72.00 / Hour

Multiplier: 3.0

Miscellaneous and Out of Pocket Expenses:

11"x17" reproductions	\$0.20 per sheet
8.5"x11" reproductions	\$0.10 per sheet
24"x36" prints	\$2.00 per sheet
24"x36" mylars	\$13.50 per sheet

CERTIFICATION STATEMENT

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

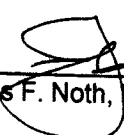
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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.

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.



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:

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 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)

2/11/11
(Date)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID AD
ERDMA-1

DATE (MM/DD/YYYY)
04/13/10

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

INSURED
Erdman Anthony and
Associates, Inc.
2165 Brighton Henrietta 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		NAIC #
INSURER A:	XL Specialty Insurance Co.	37885
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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> PROJ-ECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea 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"/> 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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	DPR9687047 RETRO DATE 1/1/1954	04/15/10	04/15/11	PER CLAIM \$3,000,000 AGGREGATE \$5,000,000

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

PALMB-4

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

Maury Beth Rumble



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 777 Canal View Boulevard Suite 100 Rochester NY 14623		CONTACT NAME: Marlene Martin PHONE (A/C No. Ext.): (585) 546-3747 FAX (A/C No.): (585) 424-2798 E-MAIL ADDRESS: Marlene.Martin@fnrm.com PRODUCER CUSTOMER ID #: 00025524															
INSURED Erdman, Anthony of Florida, Inc 2165 Brighton Henrietta - Townline Road Rochester NY 14623		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>Hartford Underwriters</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Hartford Casualty Insurance Co.	29424	Hartford Underwriters	30104	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #																
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Hartford Underwriters	30104																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. INSUR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				01UUNT14139	1/1/2011	1/1/2012	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
	<input checked="" type="checkbox"/> 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	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ PIP-Additional \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ RETENTION \$							<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	01WBPS4570	1/1/2011	1/1/2012	<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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 policy only in regard to work performed by the insured when required by executed by written contract.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Joseph Teresi/MARMAR <i>Joseph Teresi</i>
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Pde & Progressive Design & Engineering, Inc.

February 3, 2011

10891 La Reina Road, Suite 100
Delray Beach, Florida 33446
Tel 561.498.2304
Fax 561.498.2305

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 STREET LIGHTING SERVICES ANNUAL AGREEMENT
DATED APRIL 20, 2010 (R2010-0553)**

Dear Sir:

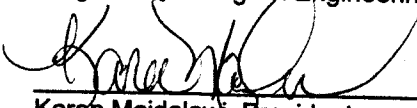
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We are in agreement that all provisions in the original Agreement, as amended, remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance 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, PE, PTOE



DATE

February 3, 2011

DATE

CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

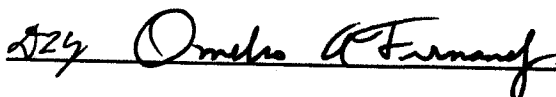
BY: _____
Karen T. Marcus, Chair

BY: _____
Deputy Clerk

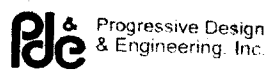
Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney



Rates OK,
02/14



Street Lighting Annual Services on Task Order Basis

Current Wage Rates

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

Proposed Labor Rates

Escalated Hourly Rates based on Actual Salaries

Job Title	Hourly Rate	Annual Rate
Project Manager	\$54.11	\$161.25
Senior Engineer	\$46.00	\$137.07

Multiplier

Component	Rate
Overhead Rate	165.79%
Operating Margin	12%
Overhead Multiplier	2.98

CERTIFICATION STATEMENT

Project: Street Lighting Annual Services
Project No.: On a Task Order Basis
CONSULTANT: Progressive Engineering & Design, 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.

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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.



Karen Majdalawi, 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.

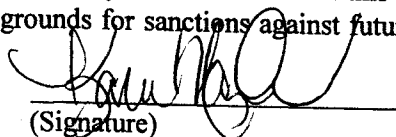
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

February 3, 2011
(Date)

Client#: 6460

PROGDES3


ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/16/2010
PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	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 Progressive Design & Engineering, Inc. 10891 La Reina Road, Suite 100 Delray Beach, FL 33446	INSURERS AFFORDING COVERAGE INSURER A: Old Dominion Insurance Company INSURER B: Hudson Insurance Company INSURER C: INSURER D: INSURER E:	NAIC # 40231 25054

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	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	BPG95101	03/11/10	03/11/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input 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	BPG95101	03/11/10	03/11/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
B	OTHER Professional Liability	AEE7128705	04/14/10	04/14/11	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Liability coverage is written on a claims-made and reported basis.
 For all projects in Palm Beach County

CERTIFICATE HOLDER Palm Beach County Board of Directors c/o Engineering Dept. 3rd Floor 2300 N. Jog Rd. 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 <u>30</u> 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 
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