

Agenda Item #: 3-C- |

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 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 Structural Engineering Services Annual Agreement with Bridge Design Associates, Inc. The original Agreement was dated February 5, 2008, R2008-0159.

Summary: Approval of this Agreement will renew for one year, required professional services, on a task order basis.

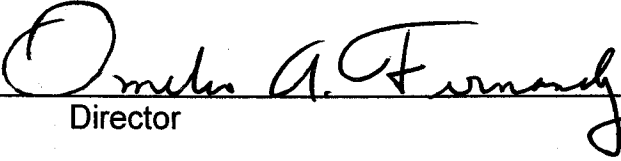

Countywide (PK)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act (CCNA), the above listed consulting firm was selected to perform professional services relative to Palm Beach County (County) needs, and is presently under Agreement with the County on an annual contractual basis. This is the first renewal of this firm's Agreement. It is the consensus of the user departments that this consulting firm has, within the provisions of their Agreement, 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 Agreement, the County agrees to renew their Agreement for one year.

This Agreement has been reviewed with the above listed consulting firm, and staff recommends the first renewal of the attached consultant Annual Agreement. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

- 1. Agreement with Exhibits and Certificate of Insurance (2)

Recommended By: 224  Director 12/11/09  Date

Approved By:  County Engineer 1/9/09 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes No

Budget Account No.:

Fund Agency Organization Object Amount

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

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

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

[Signature] 1-14-09
 OFMB *[Stamp]* SN 1/13 CN 1/21/9 *[Signature]* 1/14/09 Contract Administration

This item complies with current County policies.

B. Legal Sufficiency:

[Signature] 1/16/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

BRIDGE DESIGN ASSOCIATES, INC.



BRIAN C. RHEULT, P.E.
President

December 1, 2008

Palm Beach County Roadway Production
2300 N. Jog Road
West Palm Beach, Florida 33411

ATTENTION: David Young, P.E., Special Projects Manager

**RE: ANNUAL AGREEMENT - STRUCTURAL ENGINEERING SERVICES
FEBRUARY 5, 2008 (R2008-0159)**

Dear Mr. Young:


This letter 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, 2009 through February 4, 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 proposal by proper signature below and returning same as fully executed to this office.

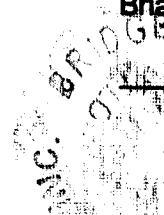
Sincerely,

BRIDGE DESIGN ASSOCIATES, INC.



Brian C. Rheault, President

Attest: 


12/11/08

DATE

12/11/08

DATE

(CORPORATE SEAL)

Accepted by:
Palm Beach County Board of Commissioners

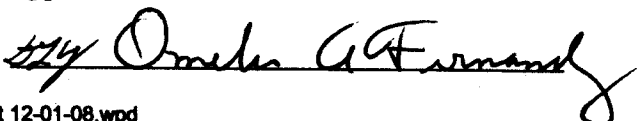
Attest:
Sharon R. Bock, Clerk and Comptroller

By: _____
John F. Koons, Chairman

By: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions



**PALM BEACH COUNTY ANNUAL STRUCTURAL CONTRACT
Task Order Basis - Fee Schedule February 5, 2009 through February 4, 2010**

FIRM: BRIDGE DESIGN ASSOCIATES, INC.

1402 Royal Palm Beach Blvd., Building 200 email: bridgebbd@aol.com
 Royal Palm Beach, Florida 33411 Phone: (561) 686-3660 Fax: (561) 791-1995
 Contact: Brian C. Rheault

Fee Schedule - Fiscal Year 2008			Multiplier:	
Firm Name	BRIDGE DESIGN ASSOCIATES, INC.		Salary	1.00
	Raw Rate	*Burdened Rate	Overhead & Fringe Subtotal	<u>3.00</u> 3.00
Chief Engineer / BCR	65.00	195.00		
Senior Engineer / JCH - JEM	50.00	150.00	0% Profit	<u>0.00</u>
Engineering Intern / TAD - LAK - CBL	25.00	75.00		
Engineering Technician / TSS	22.00	66.00	TOTAL	3.00
CADD / Computer Technician	31.00	93.00		

Sub-Consultants N/A

Bridge Design Associates, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".

PROJECT: Structural Engineering Annual Service
CONSULTANT: Bridge Design Associates, Inc.

Project No.: On a Task Order Basis

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

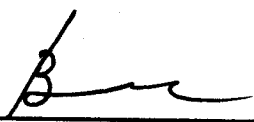
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

 12/1/09

Brian C. Rheault, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Structural Engineering 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.

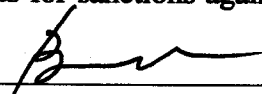
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

President, of Bridge Design Associates, 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)

12/1/08

(Date)

Client#: 7484

BRIDDES3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/08

PRODUCER Suncoast Insurance Associates 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 Bridge Design Associates, Inc 1402 Royal Palm Beach Blvd., Bldg. 200 Royal Palm Beach, FL 33411	INSURERS AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Travelers Casualty and Surety Co	19038
	INSURER C: U.S. Specialty Insurance Company	29599
	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
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"/> PRO-JECT <input type="checkbox"/> LOC	6801508M36A	05/25/08	05/25/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 <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	BA1401L99008	05/25/08	05/25/09	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 \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP9229Y604	05/25/08	05/25/09	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB6131Y700	05/25/08	05/25/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C		OTHER Professional Liability	US081185504	11/27/08	11/27/09	\$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.
 Project: FOR ALL PROJECTS WITH PALM BEACH COUNTY
 Retroactive date for Professional Liability: 1/1/1988
 Palm Beach County Board of County Commissioners, a Political Subdivision
 (See Attached Descriptions)

CERTIFICATE HOLDER

Palm Beach County Engineering & Public Works
 2300 N. Jog Rd.
 West Palm Beach, FL 33411

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)

of the State of Florida, its Officers, Employees, and Agents shall be named Additional Insured with respects to the General Liability.