Agenda Item #: 3-C- 9

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Department:	February 24, 2009	[X] Consent [] Workshop	[] Regular [] Public Hearing	Dit niez
Submitted By: Submitted For:				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of the Intersection Improvement Annual Agreement with Arcadis U.S., Inc. The original Agreement was dated March 11, 2008, R2008-0305.

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

Attachments:

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

Recommended By: <u>BZy</u> Director	1. Franker 1/15/09 Mill J Date
Approved By: <u>J</u> WM	<u> </u>

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2012
Capital Expenditures	-0-	-0-	-0-	-0-	20 <u>13</u> -0-
Operating Costs	-0-	-0-	-0-	-0- -0-	-0- -0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-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_

Organization

Budget Account No.:

Fund Agency

Object

Amount

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

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

Contract Adr

B. Legal Sufficiency:

F. = 29/09

C. Other Department Review:

This item complies with current County policies.

Department Director

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



January 5, 2008

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: INTERSECTION SERVICES ANNUAL AGREEMENT (R2008-0305) DATED MARCH 11, 2008

Dear Sir:

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 March 11, 2009 through March 10, 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,

Arcadis U.S., Inc Henry W. Deibel, Jr., P.E., Assoc. Vice President P.A 1 DATE 6 CORPORATE SEAL

Attest:

Attest:

BY:

Accepted by: Palm Beach County Board of Commissioners

BY:_

John F. Koons, Chairman

Approved As To Form & Legal Sufficiency:

Sharon R. Bock, Clerk and Comptroller

Deputy Clerk

Approved as to Terms and Conditions

Omelio G. Firmandez

County Attorney

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Imagine the result

Renewal Agreement

Exhibit B Task Order Basis - Fee Schedule

ARCADIS U.S., INC.

2081 Village Parkwaye-mail:hank.deibel@arcadis-us.comWest Palm Beach, FL 33411Ph. (561) 697-7075Fax (561) 697-7751Contact: Henry W. Deibel, Jr., P.E.

Classification		a shinka da baran a sanan ay an tarar tara ay a	Multiplier:
	Raw Rate	* Burdened Rate	Salary 1.00
Project Manager (Sr. P.E.)	\$49.54	\$146.64	Overhead & Fringe 1.65
Project Manager	\$44.69	\$132.28	Subtotal 2.6463
Project Engineer (P.E.)	\$37.06	\$109.70	
Designer	\$26.24	\$77.67	12% Profit 0.3176
Senior Cadd Operator	\$22.50	\$66.60	
CADD/Draftsman	\$18.00	\$53.28] ,
Engineering Technician (Field Representative)	\$21.42	\$63.40	
Surveyor (P.S.M.)	\$33.21	\$98.30	T' PLOOK
Survey Technician	\$23.03	\$68.17	, Rates OK, , Dzy
Survey Field Crew (2-Man)	\$38.56	\$114.14	- Dry
Survey Field Crew (3-Man)	\$42.85	\$126.84	1,
Survey Field Crew (4-Man)	\$47.75	\$141.34	1,
		* Rounded	

Sub-Consultants

Pinder Troutman Consulting, Inc. Design Services/Traffic Analysis Andrea M. Troutman Kathleen L. Hall Land Surveying Land Surveying Kathy Hall Tierra, Inc. Geotechnical Raj Krishnashamy Erdman Anthony Design Services/Lighting Dana Gillette

ARCADIS G&M, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".

G:\LNR Support\ADMIN\Marketing\Proposals\WPB\2009\Intersection Annual_Fee Schb 1-5-09 .xls

PROJECT: <u>Intersection Improvements Annual Service</u>

Project No.: On a Task Order Basis

CONSULTANT: <u>Arcadis U.S., Inc.</u>

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

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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		y W. Deibel, P.E.,	, as
		(Name of Individual)	-
Associate Vice President	, of	Arcadis U.S., Inc.	
(Title/Position)	(Fir	rm Name of ENGINEER)	
who hereby certifies that the information stated	d above	e is true and correct. Further, it is here	eby
acknowledged that any misrepresentation by th	e Cons	sultant on this Disclosure is considered	an
unethical business practice and is grounds for s	sanction	ns against future County business with	the

<u>1/5/05</u> (Date) (Signature)

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Revised 01/27/05

Consultant.

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Suite 300 Franklin TN 37067 USA				COVERAGE AFFORDED BY THE POLICIES BELOW.				
		56) 283-7122 FAX	- (847) 953-5390		xington Insur		19437	
	red Arcai	DIS U.S., Inc.		INSURER A: LO	X myton Insur	ance company		
	630	Plaza Dr Ste 200 lands Ranch CO 80129-2379	USA					
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		× .		INSURER D:		· · ·		
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		Η				PERSONAL & ADV INJURY		
		GEN'L AGGREGATE LIMIT APPLIES PER:]		GENERAL AGGREGATE		
						PRODUCTS - COMP/OP AGG		
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		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)		
		ALL OWNED AUTOS			-	BODILY INJURY		
		SCHEDULED AUTOS				(Per person)		
		HIRED AUTOS				BODILY INJURY (Per accident)		
		8				PROPERTY DAMAGE (Per accident)		
1		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT		
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		RETENTION						
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ELL EACH ACCIDENT		
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE-EA EMPLOYEE		
	I	If yes, describe under SPECIAL PROVISIONS				E.L. DISEASE-POLICY LIMIT		
╉			5766461	06/01/08	06/01/09	Each Claim	\$5,000,000	
		OTHER Contractor Poll	Prof Liab - Contractors			Annual Aggregate	\$5,000,000	
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	467	C TAIM DEACH FL 33411 USA	ō	FANY KIND UPON THE	INSURER, IT'S AGENTS	OR REPRESENTATIVES.		

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INSURED

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

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
		OTHER				
		X Claims-Made				
-		X Professional Liabil		-		
		X and Contractors				
		X 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

Fra 501 Sui	Risk Services South, Inc. anklin TN Office 1 Corporate Centre Drive ite 300 anklin TN 37067 USA		AND CONFERS	NO RIGHTS UP	AS A MATTER OF INFO ON THE CERTIFICATE I ND, EXTEND OR ALTER E POLICIES BELOW.	HOLDER. THIS
		K (847) 953-5390	INSU	JRERS AFFORDI	NG COVERAGE	NAIC #
URED)		INSURER A: Gr	eenwich Insur	ance Company	22322
	CADIS G&M of North Carolina D Plaza Drive, Suite 200	, Inc.	INSURER B: XL	Specialty In	surance Co	37885
нід	ghlands Ranch CO 80129 USA		INSURER C:		· · · · · · · · · · · · · · · · · · ·	
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ADD	D'L RD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIM	AITS
+	GENERAL LIABILITY	GEC001076107	01/01/09	01/01/10	EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY	General Liability			DAMAGE TO RENTED	\$1,000,000
	CLAIMS MADE X OCCUR				PREMISES (Ea occurence) MED EXP (Any one person)	\$10,000
	· · ·	_			PERSONAL & ADV INJURY	\$1,000,000
		_			GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PEI				PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY	AEC001075807 Auto (AOS)	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS	AEC001719505 Mass Auto	01/01/09	01/01/10	BODILY INJURY (Per person)	
	X HIRED AUTOS X NON OWNED AUTOS				BODILY INJURY (Per accident)	
	8	•			PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY			·	AUTO ONLY - EA ACCIDENT	•
•	ANY AUTO				OTHER THAN EA ACC	
	EXCESS /UMBRELLA LIABILITY				AGG EACH OCCURRENCE	·
	OCCUR CLAIMS MADE				AGGREGATE	
					Addition 12	
	DEDUCTIBLE					.,
	RETENTION					
	WORKERS COMPENSATION AND	RWD943516303	01/01/09	01/01/10	X WC STATU- OTH-	
	EMPLOYERS' LIABILITY	Workers Compensation RWR943516703	01/01/09	01/01/10	E.L. EACH ACCIDENT	\$1,000,000
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?	State of Wisconsin			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-POLICY LIMIT	\$1,000,000
	OTHER				I	
Eng niss tion DIC Pa P.	ON OF OPERATIONS/LOCATIONS/VEHICLES/E gineering Design Services ioners, A Political Subdiv anal Insureds as to General ICATIONOLOFY alm Beach County .O. Box 21229 est Palm Beach FL 33416 USA	for all projects with ision of the State of Liability and Automo	Palm Beach Cour Florida, its of bile Liability. ANGERATION SHOULD ANY OF THE ABO DATE THEREOF, THE ISS	ity. Palm Be fficers, Emple The General OVE DESCRIBED POLIC UING INSURER WILL E TO THE CERTIFICAT HALL IMPOSE NO OBL	CIES BE CANCELLED BEFORE THI ENDEAVOR TO MAIL TE HOLDER NAMED TO THE LEFT IGATION OR LLABILITY	E EXPIRATION

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.

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

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

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.



ADDITIONAL POLICIES

570032122982