Agenda Item #: 3-C-9

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

[X] Consent [] Regular

[] Workshop [] Public Hearing

Department:

Submitted By: Submitted For:

Engineering & Public Works 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)

2/16/17 Date Recommended By:

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:
Fiscal Years 2011 2012 2013 2014 2015 Capital Expenditures \$ -0- -0- -0- -0- -0- -0- Operating Costs -0- -0- -0- -0- -0- -0- External Revenues -0- -0- -0- -0- -0- -0- Program Income (County) -0- -0- -0- -0- -0- -0- In-Kind Match (County) -0- -0- -0- -0- -0- -0- NET FISCAL IMPACT \$ -0- -0- -0- -0- -0- -0-
ADDITIONAL FTE POSITIONS (Cumulative)
Is Item Included in Current Budget? Yes No Budget Acct No.: Fund Dept Unit Object Program
B. Recommended Sources of Funds/Summary of Fiscal Impact:
A Fixed impact is indeferminable. These contractors are authorized to provide services on a task order basis. Funding will be established by project as necessary.
C. Departmental Fiscal Review:
III. <u>REVIEW COMMENTS</u>
A. OFMB Fiscal and/or Contract Dev. and Control Comments:
OFMB 301" STILL Contract Dev. and Control
B. Approved as to Form and Legal Sufficiency: This item complies with current County policies.
- Poul F-J 3/8/1/ Assistant County Attorney
C. Other Department Review:
Department Director

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



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

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, R.E., P.S.M. Vice President	Kambuly a Hath
DATE	DATE
Accepted by: Palm Beach County Board of Commissioners	Attest: Sharon R. Bock, Clerk and Comptroller
Karen T. Marcus, Chair	Deputy Clerk
Approved As To Form & Legal Sufficiency:	Approved as to Terms and Conditions:
	sty Onch a Francy

Product Date Date of the Company White

imananthony.com



Rotes ok,

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	
11"x17" reproductions	\$0.20 per sheet
8.5"x11" reproductions	\$0.10 per sheet
24"x36" prints	\$2.00 per sheet
24 AUU IIIylais	\$13 50 por about

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

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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 <u>James F. Noth, P.E., P.S.M.</u> , as (Name of Individual)
Vice President (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.
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Phone: 781-245-5400 Fax:	781-245-5463	1	AFFORDING CO		
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Erdman Anthony an	ıd.	INSURER 8:		THEUTENOS CO	37885
Associates, Inc. 2165 Brighton Hen Rochester NY 1462	Fietta T-L RA	INBURER C			
	3-2755 M	INSURER D:			
OVERAGES		INBURER E:			
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ACORD*	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MINDOYYYY)

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 DEBUGGER 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		udue to the
First Niagara Risk Management, Inc	CONTACT Marlene Martin	
777 Canal View Boulevard	(A/C, No. Ext). (385) 546-3747 FAX	424-2700
Suite 100	ADDRESS: THE LANGING INTER. COM	
Rochester NY 14623	PRODUCER D 00025524	
INSURED 111023	INSURER(S) AFFORDING COVERAGE	T
	INSURER A: Hartford Casualty Insurance Co.	NAIC #
Erdman, Anthony of Florida, Inc	INSURERS: Hartford Underwriters	
216K Beighten Broken Inc		30104
2165 Brighton Henrietta -	INSURER C:	
Townline Road	INSURER D:	
Rochester NY 14623	INSURER E :	
COVERAGES	MSURER F :	<u> </u>
CERTIFICATE NUMBER		, ,

COVERAGES

CERTIFICATE NUMBER:1

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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Sch DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, N 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

	CERTIFICATE HOLDER	
	SEASON OF THE HOLDER	CANCELLATION
	Palm Beach County Roadway Production Division 2300 N. Jog Road	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
	Suite #3W-33 West Palm Beach, FL 33411-2745	
•	ACORD 25 (0000 to)	Joseph Teresi/MARMAR

ACORD 25 (2009/09) INS025 (200909)



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:

County Attorney

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, Progressive Design & Engineering, Inc. Attest: Karen Majdalawi, President Wael Majdalawi, PE, PTOE February 3, 2011 DATE DATE CORPORATE SEAL Accepted by: Attest: Palm Beach County Board of Commissioners Sharon R. Bock, Clerk and Comptroller BY: BY: Karen T. Marcus, Chair **Deputy Clerk** Approved As To Form & Legal Sufficiency: Approved as to Terms and Conditions

Rates OK,



Street Lighting Annual Services on Task Order Basis

Current Wage Rates

Senior Engineer	\$46.00
Project Manager	\$54.11

Proposed Labor Rates

Escalated Hourly Rates based on Actual Salaries

Senior Engineer		\$46,00	\$137.07
	19	\$54.11	\$161.25
Project Manager	the side side with a manufact to the abstract better the bester the little to the finance.		and the state of the state of
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Multiplier

	495.00	
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

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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.								
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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 (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. February 3, 2011 (Signature) (Date)								

 $F.\ACOADWAY\CCNA\Annuals\Street\ Lighting\PD\&E\2011\Disclosure\ Doc.doc$

ACORD CERTIFICATE OF LIABI					THIS CERTIFICATE IS ISSUED AS A MAN				
P.O. 1	Box 22668			ONLY AN	D CONFERS NO	JED AS A MATTER OF I RIGHTS UPON THE CEI	NFORMATION		
	pa, FL 33622-2668			HOLDER. ALTER TI	THIS CERTIFICA	TE DOES NOT AMEND,	EXTEND OR		
813 <u>2</u>	89-5200				IL COVERAGE A	FFORDED BY THE POL	CIES BELOW.		
INSURED					INSURERS AFFORDING COVERAGE				
Progressive Design & Engineering, Inc.				INSURER A: Old Dominion insurance Company					
10891 La Reina Road, Suite 100			INS	INSURER B: Hudson Insurance Company					
Deiray Beach, FL 33446				INSURER C:					
COVERAGES					INSURER D: INSURER E:				
									THE
	POLICIES OF INSURANCE LISTED BE REQUIREMENT, TERM OR CONDITIO PERTAIN, THE INSURANCE AFFORD CIES. AGGREGATE LIMITS SHOWN A DU TYPE OF WENDAMOR	N OF ANY CONTRACT OR OTHE ED BY THE POLICIES DESCRIBE IAY HAVE BEEN REDUCED BY P	HE INSURED N ER DOCUMENT ED HEREIN IS 8 PAID CLAIMR	MED ABO WITH RES UBJECT TO	VE FOR THE POLICY PECT TO WHICH TH D ALL THE TERMS, E	Y PERIOD INDICATED. NOT IS CERTIFICATE MAY BE IS EXCLUSIONS AND CONDITI	WITHSTANDING ISUED OR ONS OF SUCH		
	SRE TYPE OF INSURANCE POLICY NUMBER PO			ICY EFFECTIVE POLICY EXPINATION TE MIMODAYY) DATE (MMODAYY) LIMITS					
١.	GENERAL LIABILITY	X COMMERCIAL GENERAL LIABILITY BPG95101					rs ·		
				10	03/11/11	EACH OCCURRENCE	\$1,000,000		
	CLAIMS MADE X OCCU	R	1		1	DAMAGE TO RENTED PREMISES (FA OCCUPANCE)	\$500,000		
	<u> </u>	_	1			MED EXP (Any one person)	\$5,000		
1	0518 4005	-	1		1	PERSONAL & ADV INJURY	\$1,000,000		
1	GEN'L AGGREGATE LIMIT APPLIES PER:		- 1			GENERAL AGGREGATE	s2,000,000		
+	POLICY PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000		
1	AUTOMOBILE LIABILITY	BPG95101	03/11/	0	03/11/11				
				-	33,11,11	COMBINED SINGLE LIMIT (En accident)	\$1,000,000		
	ALL OWNED AUTOS						*1,000,000		
	X HIRED AUTOS		ł		ĺ	BODILY INJURY (Per person)	s		
1	X NON-OWNED AUTOS				-				
	TOTOWNED AUTOS					BODILY INJURY (Per accident)	8		
-	GARAGE LIABILITY		_			PROPERTY DAMAGE (Per accident)			
	ANY AUTO		1		1	AUTO ONLY - EA ACCIDENT	\$		
 			- 1	l		OTHER THAN EA ACC	\$		
	EXCESS/UMBRELLA LIABILITY						\$		
	OCCUR CLAIMS MADE	1				EACH OCCURRENCE	8		
	 			- 1	, F	AGGREGATE	\$		
	DEDUCTIBLE			1			\$		
	RETENTION \$		1	ı	F				
SIMPL.	KERS COMPENSATION AND OYERS' LIABILITY					WC STATIL I TARE	3		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					ŀ.	WC STATU- TORY LIMITS OTH- ER			
				ł		L. EACH ACCIDENT			
OTHE	R Provisions below			J	<u> [</u>	L. DISEASE - EA EMPLOYEE			
		AEE7128705	04/14/10		14/14/11	L DISEASE - POLICY LIMIT			
Liability				- 1	1	\$1,000,000 per claim \$1,000,000 anni aggr.			
סוזישא	ON OF OPERATIONS / LOCATIONS			- 1		··············· anni aggr.	•		
essi	on of operations/Locations/Vehic conai Liability coverage is wr	tten on a claims	PRSEMENT / SPE	IAL PROVI	IONS				
	- Dagis,								
ili pr	rojects in Palm Beach Count	y							
TFIC/	ATE HOLDER					-			
				LLATION					
C/O Engineering Dept			SHOULD	OULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED REFORE THE EXPIRATION TO THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL30_ DAYS WRITTEN					
			IIII						
3rd Floor 2300 N. Jon Pd				TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO BO SHALL					
West Palm Reach El 22444 2745					ONE HO DELIGATION OR LIABILITY OF ANY KIND UPON THE INSTRUMENT TO A COURSE OF				
	, , = 00-		A AND LOSS OF	TIAINEL					
			I AUTHOR						
	(2001/08) 1 of 2 #924		6/93	AT A	SENTATIVE A				

Client#: 6460