

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 17, 2011

Consent

Regular

Public Hearing

Workshop

Department: Engineering and Public Works
Submitted By: Engineering Services Division

EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Task Agreement for \$117,789 against the Annual Structural Services Agreement, R2011-0174, with Bridge Design Associates, Inc. dated February 15, 2011 for the design phase of the Palmetto Park Bascule Bridge Hydraulic Machinery Project, Project No. 2011905.

SUMMARY: Approval of this Task Agreement will authorize Bridge Design Associates, Inc. to prepare plans and technical specifications for structural modifications to the existing bridge, and provide project management utilizing a sub-consultant with mechanical and electrical engineering expertise. Once designed, the new system will provide upgraded technology as well as incorporating current American Association of State Highway and Transportation Officials standards for hydraulic and electrical systems.

District 4, (MRE)

Background and Justification: Bridge Design Associates, Inc. will prepare plans and technical specifications under the Annual Structural Engineering Services Agreement, approved by the Board of County Commissioners (BCC) on February 15, 2011, Resolution No. R2011-0174. The existing hydraulic system used to raise and lower the bridge must be repaired and upgraded in order to continue operation of the bridge. It is estimated that the actual work will cost approximately \$900,000.

Staff recommends that the BCC approve the attached Task Agreement.

Attachments:

- 1. Location Map
- 2. Task Agreement (3)

Recommended by:

Charles Rich
Division Director

4/11/11
Date

[Handwritten signature]

Approved By:

Sy J. Webb
County Engineer

5/3/11
Date

TASK AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
BRIDGE DESIGN ASSOCIATES, INC.
FOR PROFESSIONAL CIVIL ENGINEERING SERVICES
PALMETTO PARK BASCULE BRIDGE HYDRAULIC MACHINERY
2011905
PALM BEACH COUNTY, FLORIDA

THIS TASK TO ANNUAL AGREEMENT, made and entered into _____, 2011, by and between Palm Beach County, hereinafter called the **COUNTY**, and BRIDGE DESIGN ASSOCIATES, INC., a Florida Corporation with an address of 1402 Royal Palm Beach Blvd., #200, Royal Palm Beach, Florida 33411, Corporate Tax I.D. 65-0030101, hereinafter called the **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on February 15, 2011 (R2011-0174) whereby the **CONSULTANT** was retained to furnish certain professional services required for **Structural Services** on an annual basis. It is now necessary to acquire consulting engineering services for the Palmetto park Bascule Bridge Hydraulic machinery project within Palm Beach County, Florida (hereinafter called the **PROJECT**); and

RE: PALMETTO PARK BASCULE BRIDGE HYDRAULIC MACHINERY Project No. 2011905

WHEREAS, the **COUNTY** now desires the **CONSULTANT** to perform engineering, surveying, geotechnical, permitting, and printing services for the **PROJECT**; and

WHEREAS, the following fee has been negotiated and found to be reasonable and just compensation for the professional services to be performed by the **CONSULTANT**: **Basic Services**: a lump sum fee of \$117,789.00, as outlined by the prime consultant in their proposal originally dated December 2, 2010, attached hereto as a part of Exhibit 'A'

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Minority/Women Business Enterprise (S/M/WBE) Participation as described in Exhibit "C" of the Agreement, and Letters of Interest as described in Exhibit "D".
4. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One hundred seventeen thousand seven hundred eighty nine dollars and no/cents, which includes fees paid to subconsultants as outlined in Exhibit "A".
5. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.
6. The **CONSULTANT** agrees to the **Conflict of Interest Disclosure** form, as outlined in Exhibit "E".

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated February 15, 2011 (R2011-0174), and;

Supplements and Amendments thereto, shall remain in full force and effect.

RE: PALMETTO PARK BASCULE BRIDGE HYDRAULIC MACHINERY PROJECT 2011905

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Agreement as of the day and year first above written.

OWNER:

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Karen T. Marcus, Chair

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO TERMS &
CONDITIONS:

By: Charlie Rick
Engineer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

CONSULTANT:

BRIDGE DESIGN ASSOCIATES, INC.
a Florida Corporation

BY: Brian C. Rheault
Its President

CORPORATE SEAL

WITNESS:

By: KIM E DROGGOS
(Printed Name)
Kim E. Droggos
Signature

By: CHRIS LAFORTE
(Printed Name)
Chris LaForte
Signature

BRIDGE DESIGN ASSOCIATES, INC.



BRIAN C. RHEULT, P.E.
President

December 2, 2010

Palm Beach County Road & Bridge
2555 Vista Parkway
West Palm Beach, Florida 33411

Attention: Barry Meve

Regarding: Palmetto Park Road Bridge over Intracoastal Waterway Hydraulic Span Machinery

Dear Barry:

Based on our discussions, Palm Beach County would like to retrofit the bridge with a new hydraulic system. The current system was installed when the bridge was constructed in 1988.

The new system will provide upgraded technology as well as incorporating current AASHTO standards for hydraulic and electrical systems.

Bridge Design will provide the structural modifications to the existing bridge as well as the project management to coordinate the various disciplines.

The project will require mechanical and electrical engineering. Bridge Design will utilize Hardesty and Hanover, LLP to provide that expertise. The scope of services provided by Hardesty and Hanover are as follows:

- Inspection and Field Visit
- Preparation of contract plans to include machinery notes, elevation and section; new leaf hydraulic cylinder assembly and details, clevis connection details, new leaf HPU details and electrical, electrical notes, switch board modifications, HPU electrical panel details, machinery platform lighting.
- Technical special provisions and specifications
- Quantities and Cost Estimating
- Meeting attendance at 75%, 90% & Final
- Response to comments

The attached Exhibit "A" is an approximate breakdown by manhours for the various tasks.

Our services include only design phase which includes plans preparation and technical specifications. Bidding, shop drawing review and construction phase inspections are not included in this proposal.

Palmetto Park Road Bridge over Intracoastal Waterway Hydraulic Span Machinery
Page 2

Deliverables will include three (3) signed & sealed sets of plans at 35%, 65%, 96% and 100% complete. Final submittal will consist of three (3) signed & sealed sets of plans along with a cd containing files in pdf and dwg format.

35% plans will be complete within 60 days following written notice to proceed. Additional submittals will be made 60 days following receipt of comments.

If you have any questions, please give me a call.

Respectfully

BRIDGE DESIGN ASSOCIATES, INC.



Brian C. Rheault, P.E.
President

BCR:kedS:\2010-Jobs\Proposals\Palmetto Park over ICWW\proposal 11-30-10.wpd

BRIDGE DESIGN ASSOCIATES, INC.
PALMETTO PARK OVER INTRACOASTAL WATERWAY

December 1, 2010
HOURLY BREAKDOWN OF SERVICES
EXHIBIT "A"

ACTIVITY	CHIEF ENGINEER	SENIOR ENGINEER	ENGINEER INTERN	ENGINEER TECHNICIAN	CAD TECHNICIAN	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
	\$195.00	\$150.00	\$75.00	\$66.00	\$93.00		
BRIDGE DESIGN ASSOCIATES, INC.							
Project Coordination and Meetings	40.0					40.0	\$7,800.00
Field Inspection	2.0	20.0				22.0	\$3,390.00
Contract Plans							
Foundation Modification		32.0	32.0		40.0	104.0	\$10,920.00
Beam Attachment		32.0	32.0		20.0	84.0	\$9,060.00
Technical Specifications	2.0	8.0				10.0	\$1,590.00
Quantity & Estimates	2.0		8.0			10.0	\$990.00
Subtotal Bridge Design							\$33,750.00
HARDESTY AND HANOVER, LLP							
Inspection / Field Visits	2.0	20.0				22.0	\$3,390.00
Contract Plans							
Machinery Notes	1.0	12.0				13.0	\$1,995.00
Machinery Elevation & Section	1.0	12.0			12.0	25.0	\$3,111.00
New Leaf Hydraulic Cylinder Assembly	1.0	32.0			24.0	57.0	\$7,227.00
New Leaf Hydraulic Cylinder Assembly Details	1.0	32.0			24.0	57.0	\$7,227.00
New Leaf Hydraulic Cylinder Details	1.0	32.0			24.0	57.0	\$7,227.00
New Leaf Hydraulic Cylinder Clevis Connect Det	1.0	32.0			32.0	65.0	\$7,971.00
New Leaf HPU	1.0	32.0			32.0	65.0	\$7,971.00
New Leaf HPU Details	1.0	32.0			32.0	65.0	\$7,971.00
Electrical							
Electrical Notes		6.0			6.0	12.0	\$1,458.00
Switch Board Modifications	1.0	12.0			12.0	25.0	\$3,111.00
HPU Electrical Panel Details	1.0	3.0			3.0	7.0	\$924.00
Machinery Platform Lighting	1.0	2.0			2.0	5.0	\$681.00
						0.0	\$0.00
Technical Special Provisions & Specifications	2.0	72.0				74.0	\$11,190.00
Quantities & Cost Estimating	1.0	36.0				37.0	\$5,565.00
Meetings (75%, 90%, & Final)	1.0	24.0				25.0	\$3,795.00
Response to Comments	1.0	20.0				21.0	\$3,195.00
Subtotal Hardesty & Hanover, LLP							\$84,039.00
TOTAL MANHOURS	64.0	503.0	72.0	0.0	263.0	902.0	
DIRECT LABOR COST	\$12,480.00	\$75,450.00	\$5,400.00	\$0.00	\$24,459.00		\$117,789.00

ENGINEERING FEES

\$117,789.00

RE: Palmetto Park Bascule Bridge hydraulic Machinery

201190.

EXHIBIT "B"

CONSULTANT CERTIFICATION

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 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 noncurrent 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

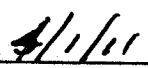
As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State 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

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, and gender identity and expression.



Corporate Officer Signature
(i.e. President, V.P., etc.)



Date

SCHEDULE 1

LIST OF SBE-M/WBE SUBCONSULTANTS

PROJECT NAME::PALMETTO PARK BASCULE BRIDGE HYDRAULIC MACHINERY

PROJECT NO: 2011905

CONSULTANT:BRIDGE DESIGN ASSOCIATES, INC.

CONTACT PERSON: Brian C. Rheault, P.E., President

PHONE NO: 561-686-3660

FAX NO: 561-791-1995

AGREEMENT DATE:

DEPARTMENT: Engineering & Public Works/Engineering Services

Name, Address and

Type of Work To Be Performed
Amount

Phone Number of SBE or M/WBE

Small

Black

Hispanic

Women

Other (Please Specify)

1. Bridge Design Associates, Inc.

\$33,750.00_

\$_____

\$_____

\$_____

\$_____

2.

\$_____

\$_____

\$_____

\$_____

\$_____

3.

\$_____

\$_____

\$_____

\$_____

\$_____

Total

\$33,750.00

\$_____

\$_____

\$_____

\$_____

Supplement Amount: \$ 117,789.00

Total SBE Participation: 29%

Exhibit 001

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Bridge Design Associates, Inc.
(NAME OF PRIME CONSULTANT)

1402 Royal Palm Beach Blvd., Bldg 200, Royal Palm Beach, Florida 33411
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Brian C. Rheault, P.E., President

FROM: Hardesty & Hanover, LLP
SUB-CONSULTANT (Prime if SBE or M/WBE)

1000 Sawgrass Corporate Parkway, suite 544, Sunrise, Florida 33323

954-835-9119 (ADDRESS) 954-835-9130
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Michael Sileno
TITLE: Project Manager EMAIL: msileno@hardesty-hanover.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

B.PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO If YES, Check all that apply:

* MBE: BL H WBE O(Other)

* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Mechanical Engineering

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 71 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: Palmetto park Bascule Bridge Hydraulic Machinery Project No.: 2011905

HARDESTY & HANOVER, LLP
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Timothy J. Nokes - Partner
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Timothy J. Nokes 4/11/11
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Palmetto Park Bascule Bridge Hydraulic Machinery Project No.: 2011905

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.

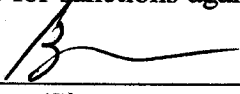
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

 8/12/11
(Signature) (Date)

Client#: 7484

BRIDGES3

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2010

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 ISU Suncoast Insurance Assoc P.O. Box 22688 Tampa, FL 33622-2688 813 288-5200		CONTACT NAME PROD. (AC, No. 813 288-5200) FAX (AC, No. 813 288-4581) E-MAIL ADDRESS PRODUCER CUSTOMER ID#	
INSURED Bridge Design Associates, Inc 1402 Royal Palm Beach Blvd., Bldg. 200 Royal Palm Beach, FL 33411		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Co of Amerl	25668
		INSURER B: Travelers Indemnity Company	25668
		INSURER C: Travelers Casualty and Surety C	19038
		INSURER D: Ironshore Specialty Ins. Co.	25446
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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.

LINE	TYPE OF INSURANCE	ADD. FORM NO. 1000	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY		6881988M36A	05/25/2010	05/25/2011	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		BA1401L990	05/25/2010	05/25/2011	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
	<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					
B	UMBRELLA LIAB		CUP9229Y684	05/25/2010	05/25/2011	EACH OCCURRENCE \$3,000,000
	<input checked="" type="checkbox"/> EXCESS LINE <input type="checkbox"/> OCCUR CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB8131Y708	05/25/2010	05/25/2011	EL EACH ACCIDENT \$500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				
D	Professional Liability		ARA000002401	11/27/2010	11/27/2011	\$1,000,000 Per Claim \$1,000,000 Annual Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability is written on a claims made and reported basis.
 Re: "All Projects with Palm Beach County".
 (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Engineering 2300 N. Jog Road West Palm Beach, FL 33411	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 
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DESCRIPTIONS (Continued from Page 1)

Professional Liability is written on a claims made and reported basis.
Retroactive date for Professional Liability is 01/01/1988. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agency are listed as additional insured with respects to the General Liability and Automobile Liability where required by written contract prior to a loss per policy terms and conditions.