

3H-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 20, 2012

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to Contract with Knight Electric Co., (R2009-2128) to implement the third renewal of the annual electrical contract with a maximum value of \$1,000,000.

Summary: Amendment No. 4 is a renewal to the annual electrical contract which was awarded to Knight Electric Co. The annual electrical contract is an indefinite-quantity contract and this renewal has a maximum value of \$1,000,000. The maximum value is shared and work orders are awarded based on competitive quotes/bids issued to all five (5) participating contractors. The renewal term is for twelve (12) months or until \$1,000,000 in work orders are issued in this term. Staff is bringing forward the amendment at this time based on expiration of the term. All terms of the original contract remain in effect. This is the third of four extensions allowed by the Contract. The Small Business Enterprise (SBE) goal is 15% and will be tracked cumulatively for each work order issued. The cumulative SBE participation to date is 85.40%. SBE and local preference applied at work order level. Knight Electric Co., is a Palm Beach County company. This is a bond-wavier contract.

(FD&O Admin) Countywide (JM)

Background and Justification: Amendment No. 4 is the third renewal to the annual electrical contract which was awarded to Knight Electric Co. on December 15, 2009 and renewed on December 14, 2011. The contractor will continue to perform as an annual Electrical contractor for implementation of electrical projects for various facilities. This annual Electrical contract is an indefinite-quantity contract and this renewal has a maximum value of \$1,000,000. The renewal term is for twelve (12) months or until the renewal limit of \$1,000,000 is reached.

Attachments:

Amendment No. 4

Recommended by:

Annmy Wolf
Department Director

10/12/12
Date

Approved by:

[Signature]
County Administrator

11/1/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2012	2013	2014	2015	2016
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 Positions (Cumulative)	C	C	C	C	C

Is Item Included in Current Budget? Yes X No

Budget Account No:

Reporting Category _____

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

Potential maximum fiscal impact is \$1,000,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

This contract includes language applying requirements of the Inspector General (IG) Ordinance.

C. Departmental Fiscal Review: _____ *10/24/12*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

[Signature]
 OFMB *10/30/12*
10/26/12

[Signature]
 Contract Dev and Control
 11-5-12 B. Beckell

A. Legal Sufficiency:

[Signature]
 Assistant County Attorney *11/5/12*

A. Other Department Review:

 Department Director

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

AMENDMENT No. 4 TO ANNUAL ELECTRICAL CONTRACT

This agreement amends the contract between Palm Beach County (County) and Knight Electric Co., Inc. (Contractor) authorized pursuant to Palm Beach County Resolution (R-2009-2128).

The contract provided that Contractor would act as annual Electrical Contractor working within the annual capacity as established below:

	Effective Date	End Date	Added Capacity	Cumulative Capacity
Original Contract	December 15, 2009	December 14, 2010		\$1,000,000.00
Renewal #1	December 14, 2010	December 14, 2011	\$1,000,000.00	\$2,000,000.00
Renewal #2	December 14, 2011	December 14, 2012	\$1,000,000.00	\$3,000,000.00

Amendment No. 1 dated October 25, 2010, was approved by FD&O Director and amended the contract to include the Inspector General language.

Amendment No. 2: 1) Renewal No. 1 extends the term of the original contract from December 14, 2010 through December 14, 2011; 2) increases the total dollar value by \$1,000,000 for a new total contract value of \$2,000,000; and 3) revised the Inspector General language.

Amendment No. 3: 1) Renewal No. 2 extends the term of the original contract from December 14, 2011 through December 14, 2012; and 2) increases the total dollar value by \$1,000,000 for a new total contract value of \$3,000,000.

Amendment No. 4: 1) Renewal No. 3 extends the term of the original contract from December 14, 2012 through December 14, 2013; and 2) increases the total dollar value by \$1,000,000 for a new total contract value of \$4,000,000.

Except as amended herein, all provisions of the existing contract shall remain in full force and effect.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

Chair

Witness:

Knight Electric Co., Inc.

Chamney Taylor
Printed Name

[Signature]
Signature

[Signature]
Signature

VICE PRESIDENT
Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
County Attorney

[Signature]
Audrey Wolf, Director
Facilities Development & Operations



CERTIFICATE OF LIABILITY INSURANCE

KNIGELE-02 LGLEASON

DATE (MM/DD/YYYY)
10/23/2012

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 Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Lori B. Gleason	FAX (A/C, No): (561) 427-6730
	PHONE (A/C, No, Ext): (561) 776-9001	E-MAIL ADDRESS: lgleason@callc.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Amerisure Insurance Co		19488
INSURER B: Amerisure Mutual Ins Co		23396
INSURER C: Travelers Property & Casualty Co. of America		25674
INSURER D:		
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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		GL20152950901	10/29/2012	10/29/2013	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	X XCU & Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA13157251301	10/29/2012	10/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS					PIP Coverage \$ 10,000	
B	X UMBRELLA LIAB			CU13157271302	10/29/2012	10/29/2013	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WC131526913	10/29/2012	10/29/2013	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equip.			QT660404M7997TIL11	10/29/2012	10/29/2013	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured including products and completed operations for general liability per CG7048, auto liability per CA7171, and umbrella liability when required by written contract. General Liability is primary and non contributory when required by written contract per CG7048. Waiver of subrogation applies to General Liability, Auto, Umbrella, and Workers' Compensation coverages for the additional insureds when required by written contract. Cancellation applies as per policy terms and conditions.

The Certificate Holder is expanded to read: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents. The Additional Insured form CG7048 is attached.

CERTIFICATE HOLDER Palm Beach County c/o Facilities Services Division 2633 Vista Parkway West Palm Beach, FL 33411-5604	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 <i>Lori B. Gleason</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
 3. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
 4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.
 5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the Named Insured(s) written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the Named Insured(s) written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the Named Insured(s) at the last mailing address known to us.

C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the Named Insured(s) written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the Named Insured(s) at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.