

Agenda Item No.: 3-C-5

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 13, 2013

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: a Novation Agreement with E.C. Driver & Associates, Inc. (ECD) and URS Corporation Southern (URS).

SUMMARY: Approval of this Novation Agreement will allow ECD to transfer to URS the following contracts which were awarded to ECD by Palm Beach County (County): Phase I of Seminole Pratt Whitney Road from Orange Boulevard to Northlake Boulevard Agreement, dated May 21, 2002, R2002-0736; Ocean Avenue (Lantana) Bridge over the Intracoastal Waterway Agreement, dated January 15, 2008, R2008-0017; and Ocean Avenue Bridge over the Intracoastal Waterway (CEI) Agreement, dated November 15, 2011, R2011-1736.

ECD and URS are wholly-owned subsidiaries of URS Corporation. ECD intends to formally dissolve, and is requesting that the above referenced contracts be transferred to URS for completion of work.

Districts 4 and 6 (MRE)

Background and Justification: The referenced contracts are currently in various stages of design. ECD has requested that Palm Beach County approve transfer of their contracts to URS. URS has consented to this transfer. Since professional services are still necessary, the transfer of these contracts to URS will provide for continuation of these services. Staff recommends transfer of all three ECD contracts to URS.

Attachments:

- 1. Location Sketch
- 2. Novation Agreement with Exhibit "A" (2)
- 3. State of Florida Licensing and Certificates of Insurance

Recommended by:

Ornelis A. Fernandez
Division Director

6/24/13
Date

Willie

Approved by:

Greg T. Willie
County Engineer

7/10/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
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 _____

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

*This item has no fiscal impact.

C. Departmental Fiscal Review: *Shwillhite*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 [Signature] *[Signature]*
 OFMB 7/12/13 Contract Administration 7-18-13
 [Signature] *[Signature]*

B. Legal Sufficiency:

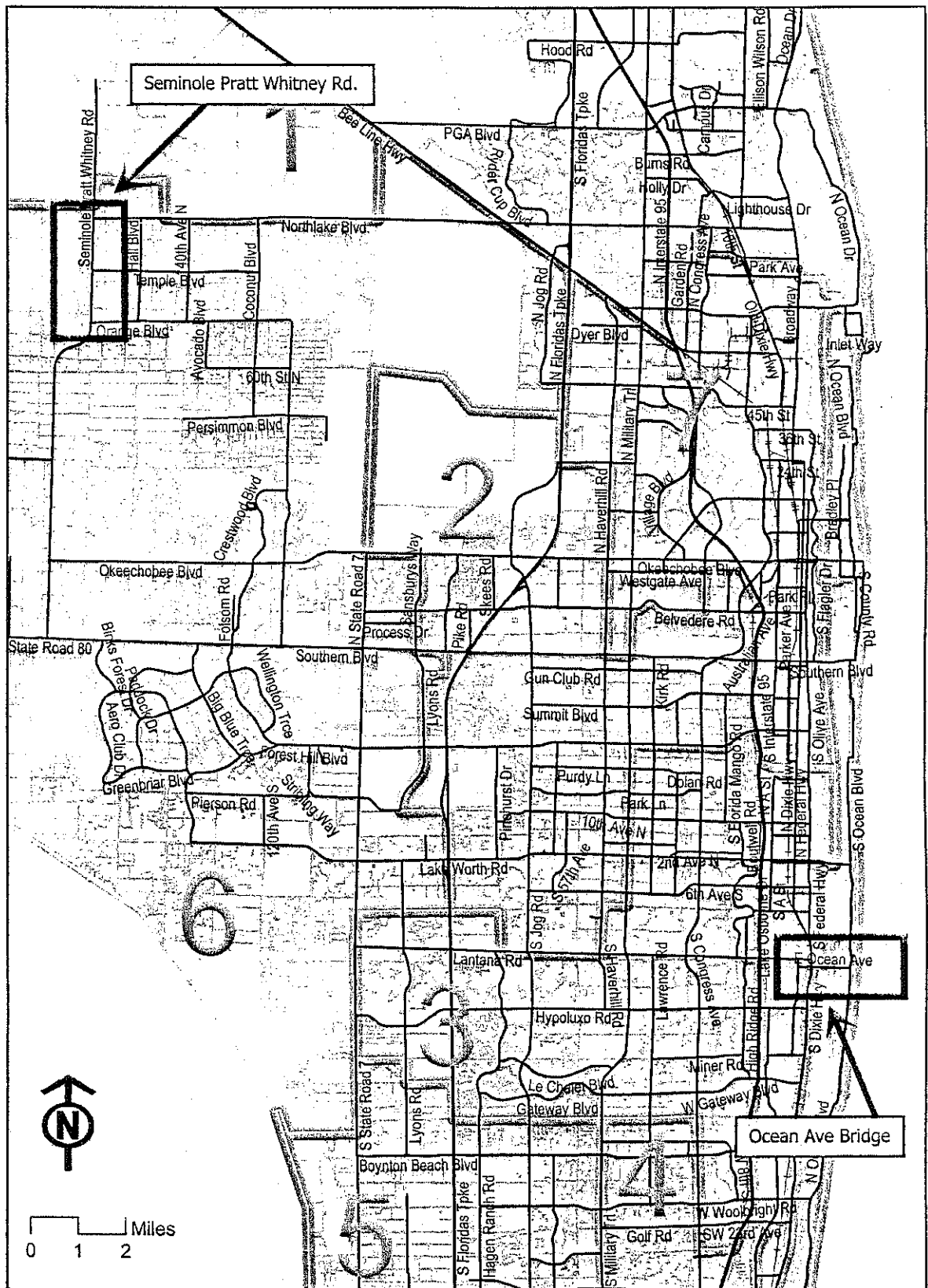
 [Signature] 7/19/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Seminole Pratt Whitney Road
Orange Boulevard to Northlake Boulevard Project No. 1997511D
and
Ocean Avenue Bridge over the Intracoastal Waterway Project No. 2003502



LOCATION SKETCH

Attachment 2

NOVATION AGREEMENT

EC Driver & Associates, Inc. (a Florida corporation) ("Transferor"), a corporation authorized to do business in Florida with its principal office in San Francisco, California; URS Corporation Southern (a California Corporation) ("Transferee"), a corporation authorized to do business in Florida with its principal office in San Francisco, California; and Palm Beach County (the "Client"), an agency of the State of Florida, enter into this Agreement as of _____, 2013.

(a) The parties agree to the following facts:

(1) The Client has entered into certain contract(s) with the Transferor, as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contract(s), including all modifications, made between the Client and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Client or the Transferor have any remaining rights, duties, or obligations under these contracts). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts between the Client and the Transferee, on or after the effective date of this Agreement.

(2) Both the Transferee and the Transferor are wholly-owned subsidiaries of URS Corporation, Delaware.

(3) The Transferor is planning to formally dissolve.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Client's interest to recognize the Transferee as the successor party to the contracts.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Client that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Client recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts.

(5) The Client releases and discharges Transferor from any and all obligations under the Agreement without further act or formality. Nothing herein shall be construed as a waiver of any rights of the Client against the Transferee for actions of the Transferor taken prior to the date of this Agreement.

(6) All payments and reimbursements previously made by the Client to the Transferor, and all other previous actions taken by the Client under the contracts, shall be considered to have discharged those parts of the Client's obligations under the contracts. All payments and reimbursements made by the Client after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Client's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Client is not obligated to pay or reimburse either of them for any costs, taxes, or other expenses arising out of or resulting from the transfer or this Agreement, other than those that the Client in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The contracts shall remain in full force and effect, except as modified by this Agreement.

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

OWNER:
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners:

BY: _____
Steven L. Abrams, Mayor

SEAL

CONSULTANT:
E.C. Driver and Associates, Inc.

BY: _____
Mario Echagarrua, P.E., President

CORPORATE SEAL

CONSULTANT:
URS Corporation Southern

BY: _____
Thomas Mullin, P.E., Vice President

CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: _____
Ornela A. Fernandez

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

ATTEST WITNESS:

BY: _____
Inga DeCeglia
(Print Name)

(Signature)

BY: _____
Lisa Pollock
(Print Name)

(Signature)

Attachment 2

Exhibit A

Client Contracts with Transferor

Client	Project Name	Contract No.	Effective Date
Palm Beach County	Seminole Pratt Whitney Rd. PBC Project No. 1997511D	R2002-0736	5-21-2002
Palm Beach County	Ocean Avenue (Lantana) Bridge over the Intracoastal Waterway PBC Project No. 2003502	R2008-0017	1-15-2008
Palm Beach County	Ocean Avenue (Lantana) Bridge CEI over the Intracoastal Waterway PBC Project No. 2003502	R2011-1736	11-15-2011

State of Florida

Board of Professional Engineers

Attests that

URS Corporation Southern



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
Audit No: 228201501700

Certificate of Authorization

CA Lic. No:
2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2013

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 Marsh Risk and Insurance Services 345 California Street Suite 1300 San Francisco, CA 94104	1-000-000-0000	CONTACT NAME: PHONE (A/C, No, Ext): 888-769-3873 FAX (A/C, No): E-MAIL ADDRESS:
INSURED URS Corporation 600 Montgomery Street, 26th Floor San Francisco, CA 94111		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER B: ZURICH AMER INS CO 16535 INSURER C: SEE ATTACHED INSURER D: LEXINGTON INS CO 19437 INSURER E: Lloyd's of London & British Companies INSURER F:

COVERAGES

CERTIFICATE NUMBER: 33341315

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL 2491973	11/01/12	09/01/13	EACH OCCURRENCE § 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 1,000,000 MED EXP (Any one person) § 10,000 PERSONAL & ADV INJURY § 2,000,000 GENERAL AGGREGATE § 2,000,000 PRODUCTS - COMPI/OP AGG § 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		BAP938521503	11/01/12	09/01/13	COMBINED SINGLE LIMIT (Ea accident) § 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SEE ATTACHED	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT § 2,000,000 E.L. DISEASE - EA EMPLOYEE § 2,000,000 E.L. DISEASE - POLICY LIMIT § 2,000,000
D	Prof Liab w/Lmtd Contract		015438088	11/01/12	09/01/13	Each Claim / Agg
E	ClaimsMade Retro 11-17-38		PP1205610	11/01/12	09/01/13	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: For all projects with Palm Beach County. Palm Beach County Board of Commissioners a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as an Additional Insureds under the Auto and General Liability but only with respect to work performed by or on behalf of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

1-485901079 Palm Beach County Board of County Commissioners c/o Engineering and Public Works Department 2300 N. Jog Road West Palm Beach, FL 33411 USA	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
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/30/2013

NAME OF INSURED: URS Corporation

Additional Description of Operations/Remarks from Page 1:

Additional Information:

The Workers' Compensation coverage shown does not apply in monopolistic states.
In the States of ND, OH, WA and WY Workers' Compensation coverage is provided by the State Fund.
In those States, the below-referenced policies provide Stop-Gap Employers' Liability only.
Workers Compensation policies apply as indicated below:

National Union Fire Ins Co Pittsburgh, PA (NAIC# 19445100): WC 035896656 - CA
WC 035896656 - CA

Insurance Company Of The State Of PA (NAIC# 19429100):

WC 035896661 - MA, WI (Stop Gap - ND, OH, WA, WY)

WC 035896662 - AK, AL, AR, AZ, CO, DE, GA, ID, KS, KY, MD, ME, MO, MS, MT, NC, NH, NM, NV, OK, OR,

PA, RI, SC, SD, TN, UT, VA, VT, WV

PA, RI, SC, SD, TN, UT, VA, VT, WV

WC 035896658 - MN

WC 035896659 - NY

WC 035896659 - NY

Illinois National Ins Co (NAIC# 23817001):

WC 035896657 - FL

WC 035896663 - CT, DC, HI, IA, IL, IN, LA, MI, NE, NJ

WC 035896660 ? TX

WC 035896660 - TX

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/30/2013

NAME OF INSURED: URS Corporation

This page intentionally left blank

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M. 11/01/12 forms a part of Policy No. GL 2491973
issued to URS Corporation by NATIONAL UNION FIRE INS

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

Please see attached certificate of insurance description of operations section for specific contract, location, or other details.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Please see attached certificate of insurance description of operations section for specific contract, location, or other details.

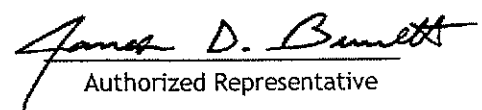
ADDITIONAL PREMIUM:

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

SECTION II - WHO IS AN INSURED 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" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.


Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 11/01/12
issued to URS Corporation

forms a part of Policy No. GL 2491973
by NATIONAL UNION FIRE INS CO OF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Please see attached certificate of insurance description of
operations section for specific contract, location, or other
details.

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

A. SECTION II - WHO IS AN INSURED is amended to include as an insured;

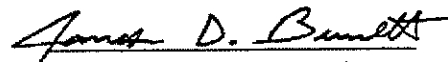
The person or organization shown in the Schedule, but only with respect to liability arising
out of your ongoing operations performed for that additional insured.

**B. With respect to the insurance afforded to these additional insureds, SECTION I -
COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -
Exclusions, is amended to include the following additional exclusion;**

This insurance 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.

All other terms and conditions remain unchanged.


Authorized Representative

Insurer Cancellation Terms

Named Insured: URS Corporation	Policy No. Various
-----------------------------------	-----------------------

Holder Name: Palm Beach County Board of County

Cancellation Terms:

30 Days Notice of Cancellation will be provided by the carriers in accordance with the policy terms and conditions in the event the policies are canceled or non-renewed, for any reason other than non-payment of premiums.

Cancellation Terms Apply to the following coverages:

General Liability Auto Liability Workers Compensation Professional Liability
