

Agenda Item #: 3-C-2

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

Meeting Date: April 10, 2018

Consent Regular
 Workshop Public Hearing

Department: **Engineering & Public Works Department**
Submitted By: **Engineering & Public Works Department**
Submitted For: **Roadway Production Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The second amendment to the annual street lighting design contract with Electrical Design Associates, Inc., (EDA) R2016-0603, dated May 17, 2016, to extend the contract expiration date from May 16, 2018 to May 16, 2019, modify the fee schedule, and allow for other amendments to the contract.

SUMMARY: Approval of this second amendment will extend the expiration date of the annual street lighting design contract with EDA from May 16, 2018 to May 16, 2019; adjust their hourly rates as allowed in the original contract; amend "Section 5.2. Payments"; and add "Section 21 – Chapter 119, F.S. Public Records" and "Section 22 – Additional Reporting" to the original contract per Palm Beach County (County) requirements. To date, tasks in the amount of \$25,602.64 have been authorized for EDA with 100% Small Business Enterprise (SBE) participation which meets their commitment of 100%. EDA is a County based company and is a certified SBE company. This is the second of two allowable renewals under this contract. After this renewal, the contract will need to be re-solicited. Countywide (LBH)

Background and Justification: In accordance with the Board of County Commissioners' adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, EDA was selected to perform professional services on an as needed basis, and are presently under contract with the County, on an annual contractual basis. It is the consensus of the user departments that EDA has, within the provisions of their contract, provided the professional services requested by the County. Since the Consultant remains in good standing and wishes to continue to provide the professional services as indicated in their contract, the County agrees to renew their contract for one year.

This second amendment to the contract has been reviewed with EDA, and the Engineering Department recommends its approval to maintain continuity of this professional service required by the County.

Attachment:

1. Second Amendment with EDA with Exhibit B2 and Certificate of Insurance (2)
-

Recommended By: _____

Department Director

3/28/18
Date

Approved By: _____

Assistant County Administrator

3/28/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

** Fiscal impact is indeterminable at this time. This firm is authorized to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lisa Parks 2/20/18 OFMB 2/20/18 2/20/18
 ASD 2/29
Jan J. Jacobson 3/18/18 Contract Dev. and Control
 3/18/18

B. Approved as to Form and Legal Sufficiency:

YB Herman
 3/12/2018 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**SECOND AMENDMENT TO THE ANNUAL STREET LIGHTING DESIGN
CONTRACT NO. R2016-0603
DATED MAY 17, 2016, BY AND BETWEEN
ELECTRICAL DESIGN ASSOCIATES, INC.
AND PALM BEACH COUNTY**

THIS SECOND AMENDMENT to the Annual Street Lighting Design Contract dated May 17, 2016, (R2016-0603), hereinafter "CONTRACT" by and between Electrical Design Associates, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on May 17, 2016, the CONSULTANT and COUNTY entered into a twelve month Annual Street Lighting Design Contract for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, this is the second of the two allowable one (1) year term CONTRACT extensions per section 4.1; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from May 16, 2018 to May 16, 2019, with all original terms, conditions and unit prices adhered to; and

WHEREAS, the original CONTRACT provides in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT to the revised Fee Schedule provided by the CONSULTANT dated January 5, 2018, and attached hereto as **Exhibit B2**; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT Section 5.2. Payments; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 21 - **CHAPTER 119, F.S. PUBLIC RECORDS**; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 22 - **ADDITIONAL REPORTING**.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. 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, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2017-1770, as may be amended.
3. Section 5.2 of the original contract (R2016-0603) shall be replaced with the following:

5.2. Payments

5.2.1. Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be payable within 45 days after receipt of accurate and complete invoice from CONSULTANT, in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

5.2.3. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this Contract, including Post Design Services.

5.2.4 Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

4. Add the following: SECTION 21 - **CHAPTER 119, F.S. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ANNUAL CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ANNUAL CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Records Request, Palm Beach County Public Affairs
Department
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680**

5. Add the following: Section 22 – **ADDITIONAL REPORTING**

COUNTY requires CONSULTANT to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the Consultant's employees and its subconsultants' employees. CONSULTANT agrees to prepare and provide the required report with its request for final payment.

6. The CONTRACT, dated May 17, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from May 16, 2018 to May 16, 2019.
7. The Fee Schedule shown as **Exhibit B** in the Original Contract is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated January 5, 2018, and attached hereto as **Exhibit B2**.
8. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
9. Except as provided herein, all other provisions of the Annual Street Lighting Design Contract dated May 17, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Annual Street Lighting Design Contract (R2016-0603) to be executed and sealed this _____ day of _____, 20__.

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

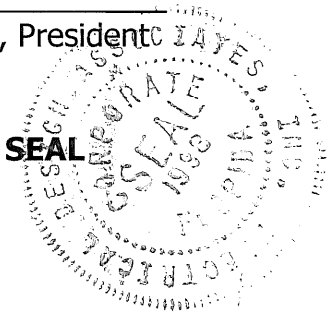
CONSULTANT:
Electrical Design Associates, Inc.

BY: _____
Melissa McKinlay, Mayor

BY: _____
Lillian M. Reyes, P.E., President

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:
BY: Ryan Meeks
(Print Name)

BY: _____
(Print Name)

(Signature)

(Signature)

BY: Heather Leggins
(Print Name)

(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Omelio A. Fernandez
Omelio A. Fernandez, P.E.
Director of Roadway Production

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney ~~II~~

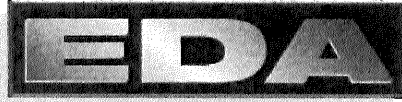


Exhibit B2

Electrical Design Associates

Fee Schedule effective May 17, 2018 – May 16, 2019

Fee Summary

Re: **Street Lighting Annual Agreement
Palm Beach County, Florida**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Palm Beach County. These rates will be used throughout the duration of the Contract:

Base Rate	<u>100</u>	%
Overhead & Fringe Benefits	<u>160</u>	%
Subtotal	<u>260</u>	%
Operating Margin (10%)	<u>0.26</u>	

*Rates OK
HK*

MULTIPLIER 2.86

In order to meet Palm Beach County guidelines, the maximum multiplier of 2.86 will be used for this contract.

OVERALL MULTIPLIER ✓ 2.86

Individual classification for personnel hourly rates are as follows:

Classification	Basic Hourly Rate	Overall Multiplier	Billable
Project Manager	✓ 60.34	2.86	✓ 172.57
Engineer	✓ 37.24	2.86	✓ 106.51
Engineer Intern	✓ 30.76	2.86	✓ 87.97
CADD/Computer Technician	✓ 29.71	2.86	✓ 84.97

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Lillian M. Reyes
Printed Name and Title

Signature

Date: January 5, 2018



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LW

DATE (MM/DD/YYYY)
11/30/2017

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 Gifford Wells Insurance 750 East Prospect Road Fort Lauderdale, FL 33334 Lynette C. Wells		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: ELECT-1	
INSURED Electrical Design Associates, Inc. 8401 Lake Worth Road Suite 221 Lake Worth, FL 33467		INSURER(S) AFFORDING COVERAGE INSURER A : Argonaut Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #	


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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	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/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			IAE4206885	12/01/2017	12/01/2018	Per Claim 2,000,000 Aggregate 2,000,000

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

Architects & Engineers Professional Liability
 Claims Made Form PRAE1000-0117
 Retroactive Date 12/01/1998
 Architects & Engineers Professional Liability
 Retroactive Date 12/01/1998

CERTIFICATE HOLDER Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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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Client#: 1050010

ELECTDES3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/09/2017

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: USI Insurance Services, LLC
INSURED: Electrical Design Associates, Inc.
CONTACT NAME: Select Commercial Unit
PHONE: 855-874-1270
FAX: 813 321-7525
E-MAIL ADDRESS: selectcommercial@usi.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Old Dominion Insurance Co, INSURER B: The Travelers Casualty and Sure

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Lillian Reyes, Owner

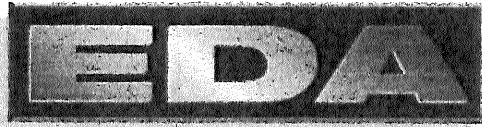
RE: FOR ALL PROJECTS WITH PALM BEACH COUNTY. Palm Beach County Board of County Commissioners, a Political (See Attached Descriptions)

CERTIFICATE HOLDER: Palm Beach County c/o Insurance Tracking Services, Inc. (ITS)
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.

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DESCRIPTIONS (Continued from Page 1)

Subdivision of the State of Florida, its Officers, Employees and Agents, are Additional Insureds as respects the Commercial General Liability, which includes the Automobile Liability (CG 20 26 07/04) and Excess Liability (Follow Form) where required by a written contract. Thirty (30) days prior written notice of cancellation applies to all policies except Workers' Compensation wherein notice is delivered in accordance with policy provisions.



Electrical Design Associates

January 17, 2018

Ms. JaeAnn Dean, Technical Assistant I
Palm Beach County
Roadway Production Division / CCNA Section
2300 N. Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

Re: Street Lighting Annual Agreement
Automobile Statement

Dear Ms. Dean,

The intent of this letter is to confirm that Electrical Design Associates, Inc., does not own any corporate vehicles.

Should you require additional information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'L.M. Reyes', with a long, sweeping flourish extending to the right.

Lillian M. Reyes, P.E.

JD0011818 Auto.doc