

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

Meeting Date: **September 13, 2011** Consent Regular
 Workshop Public Hearing

Department:

Submitted By: **Department of Airports**

Submitted For:

I. EXECUTIVE BRIEF



Motion and Title: **Staff recommends motion to approve:** Amendment No. 5 to the General Consulting Agreement with Ricondo & Associates, Inc. for Consulting/Professional Services to modify the insurance requirements and to exercise the first one (1) year renewal option for the continued performance of professional planning and design services related to the approved Palm Beach County Airports Capital Improvement Program, with no additional funding.

Summary: The Consulting Agreement (R-2009-1643) with Ricondo & Associates, Inc. for general airport planning and design was approved on October 6, 2009 in the amount of \$1,723,324 in order to carry out the approved Capital Improvement Programs for the County's Airports. The agreement is for 2 years with two, one (1) year renewal options. Amendments 1-4 were approved for a net increase in the amount of \$3,140,227. Approval of Amendment No. 5 modifies the original insurance requirements to bring them in line with other consultant agreements at the Airport, and will also allow the County, at its sole discretion, to exercise the first one (1) year renewal option for the continuation of services provided under this Agreement. Ricondo & Associates, Inc. is a Chicago, Illinois based firm, however, the majority of the work to be completed in this Agreement is done through their Miami, Florida office in conjunction with several Palm Beach County-based subconsultants and firms. The Disadvantaged Business Enterprise (DBE) goal for this project is established at 25.00%. DBE participation to date is 12.64%. Due to a change in the certification status of a participating DBE firm and to individual task assignments, DBE participation has been less than originally anticipated. Upcoming design projects and tasks are expected to provide increased opportunities for DBE participation. Additional funds will not be requested until a corrective action plan has been submitted to the Department of Airports, demonstrating how the DBE goal will be achieved. **Countywide (JCM)**

Background and Justification: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports requires professional planning and design engineering services. This agreement is for 2 years with 2 one (1) year renewal options. This amendment allows for the continuation of services necessary for the development and operation of the County's airport system, by exercising the first one (1) year renewal option.

Attachments:

- 1. Amendment No. 5 with Ricondo & Associates, Inc. – 3 Originals

Recommended By:  _____ Date 9/13/11
Department Director
Approved By:  _____ Date 9/13/11
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	~ 0 ~ * see below				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

* No Fiscal Impact.

C. Departmental Fiscal Review: CMSimmer

III. REVIEW COMMENTS

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

 [Signature] 8/23/11
 OFMB
 VA
 8/23/11
 8/23/11

 [Signature] 8/30/11
 Contract Dev. and Control
 8-30-11 B/W/keeler
 This amendment complies with our review requirements.

B. Legal Sufficiency:
 [Signature] 8/16/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 5 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
RICONDO & ASSOCIATES, INC.
FOR
GENERAL CONSULTING SERVICES FOR ARCHITECTURAL, ENGINEERING, CONSTRUCTION
MANAGEMENT AND LAND DEVELOPMENT
AT
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 5 to the Contract is made as of the _____ day of _____, 2011, by _____ and between Palm Beach County, Florida (COUNTY) and RICONDO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 20 North Clark Street, Suite 1500, Chicago, IL 60602, whose Federal Tax I.D. number is 36-3663903.

WITNESSETH

WHEREAS, on October 6, 2009, the County entered into an Agreement (R2009-1643) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, on March 9, 2010, the COUNTY entered into an Amendment #1 (R2010-0324) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on April 20, 2010, the COUNTY entered into an Amendment #2 (R2010-0605) with the CONSULTANT to include additional language to the original Agreement related to the Office of Inspector General Ordinance; and

WHEREAS, on September 14, 2010, the COUNTY entered into an Amendment #3 (R2010-1391) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on February 24, 2011, the COUNTY entered into an Amendment #4 (R2011-0503) with the CONSULTANT to remove language in the Agreement associated with the imposition of an Inspector General Fee ("IG Fee"); and

WHEREAS, Article 2 of the Contract defines the performance period of the contract as two (2) years, with two (2) one (1) year renewal options, the exercise of which are within County's sole control and discretion, and

WHEREAS, it is the County's desire to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to include changes to Article 10 - Insurance, as outlined in Exhibit I.
2. The parties hereby agree to amend the Contract to include the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Fifth Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONSULTANT, RICONDO & ASSOCIATES, INC., has caused these present to be signed in its corporate name by its duly authorized officer Pedro Ricondo, Vice President, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA

SHARON R. BOCK
CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

WITNESS:

CONSULTANT:

David Ramacorti
SIGNATURE

RICONDO & ASSOCIATES, INC.
COMPANY NAME

David Ramacorti
Name (type or print)

Pedro Ricondo
Signature

Pedro Ricondo
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Vice President
Title

BY: _____
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: Sam Kelly
Department Director



ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$5,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$5,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$5,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 2 years. CONSULTANT shall provide this coverage on a primary basis.
- F. ~~**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."~~ CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of

Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Immediately following notification of the award of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MH

DATE (MM/DD/YYYY)

08/26/11

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 Harris Insurance Agency, Inc. 617 W. Main Street West Dundee, IL 60118 Marc W. Harris		847-836-1515 847-836-8220	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: RICON-1	FAX (A/C, No):
INSURED Ricondo & Associates, Inc. 20 N. Clark Street, Suite 1500 Chicago, IL 60602		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hanover Insurance Company		22292
		INSURER B : Essex Insurance Company		
		INSURER C :		
		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		ZHC4271921	03/14/11	03/14/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			ZHC4271921	03/14/11	03/14/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UHC4410471	03/14/11	03/14/12	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 0							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WHC4272983	03/14/11	03/14/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
B	Architects & Eng.			AE820528	03/14/11	03/14/12	Per Claim	5,000,000
	Professional E&O						Aggregate	\$25,000 ded

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents is included as Additional Insured for General Liability and Umbrella; Waiver of Subrogation Included for General Liability, Workers Compensation and Professional Liability; RE: Consulting/Professional Liability

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners Gary M. Sypek 846 Palm Beach Intl Airport West Palm Beach, FL 33406-1470	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 Marc W. Harris
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