

Agenda Item # __C - 12__

Village of Royal Palm Beach

Agenda Item Summary

Agenda Item:

Approval and authorization for the Village Manager to enter into an agreement with Gerelco Traffic Controls, Inc. for traffic signal controller and cabinet upgrades by piggybacking the Palm Beach County (PBC) Contract No. R2019-1260 for Annual Traffic Signal Contract in an amount not to exceed \$147,493.50.

Issue:

We have a capital improvement project, CIP PW1805, to complete traffic signal controller & cabinet upgrades at various intersections within the Village.

The improvements are needed to upgrade our traffic signals to current technology. The upgrades will allow us to eliminate split-phasing at intersections, which will allow the intersection to function more efficiently.

Funding Source: CIP PW1805: 303-4100-541.63-58

***Funds are available.**

Recommended Action:

Upon Council review staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
Paul Webster,	Approved:	Date:	Action:
Director of		11/21/19	
Public Works			

VILLAGE OF ROYAL PALM BEACH
CONTRACT FOR TRAFFIC SIGNAL CONTROLLER & CABINET UPGRADE
PW1805

THIS CONTRACT FOR TRAFFIC SIGNAL CONTROLLER & CABINET UPGRADE is entered into and effective this ____ day of November 2019, by and between the VILLAGE OF ROYAL PALM BEACH, a Florida municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter “the Village”; and GERELCO TRAFFIC CONTROLS, INC., a Florida corporation whose principal address is 560 NW Enterprise Drive, Port St. Lucie, FL 34986, hereinafter “the Contractor” and collectively with the Village, “the Parties”.

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Contract whereby the Contractor shall provide traffic signal controller & cabinet upgrades at various intersections within the Village as shown on the attached quote marked Exhibit “A”. The Parties agree to enter into this Agreement and piggyback for traffic signal controller & cabinet upgrades at the rates described in the Contractors September 10, 2019 Agreement with Palm Beach County (PBC), West Palm Beach, Florida awarded through Request for Proposals for Annual Traffic Signal Contract, Contract No. R2019-1260, with an expiration date of September 9, 2020. Said contract is hereby fully incorporated into this Agreement and is attached hereto as Exhibit “B”. Authorization to piggyback on the Contract has been received by the Village from PBC and is included in Exhibit “B”.

2. **INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as are specified in PDF Pg. 35, Section 36 & PDF Pg. 301, Section 7-13 of the PBC Agreement (Contract No. R2019-1260) and shall name the Village as an “additional insured” on the liability portion of the insurance policy. The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission,

negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Contract.

3. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

4. **TERM; TERMINATION; NOTICE:** Pursuant to the Palm Beach County Agreement, the contract term will expire on September 9, 2020. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Attn: Raymond C. Liggins, PE, Village Manager	Gerelco Traffic Controls, Inc. 560 NW Enterprise Drive Port Saint Lucie, FL 34986 Attn: Kenneth A. Geremia, Jr., President

5. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Contract is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

6. **ATTORNEY’S FEES:** In the event a dispute arises concerning this Contract, the prevailing party shall be awarded attorney’s fees, including fees on appeal.

7. **CHOICE OF LAW; VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Contract.

8. AMENDMENTS & ASSIGNMENTS: This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifications shall be made to this Contract unless in writing, agreed to by both parties, and attached hereto as an addendum to this Contract. The Contractor shall not transfer or assign the provision of goods called for in this Contract without prior written consent of the Village.

9. INSPECTOR GENERAL: Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

10. PUBLIC RECORDS: In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the

Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date and year first above written.

WITNESSES:

GERELCO TRAFFIC CONTROLS, INC.

By: **Kenneth A. Geremia, Jr., President**
On: November ____, 2019

(Corporate Seal)

VILLAGE OF ROYAL PALM BEACH

ATTEST:

By: **Raymond C. Liggins, PE, Village Manager**
On: November ____, 2019

Diane DiSanto, MMC
Village Clerk

(Seal)

To:	Village of Royal Palm Beach	Contact:	Kurt Riggott
Address:	1050 Royal Palm Beach Blvd Royal Palm Beach, FL 33411	Phone:	(561) 790-5122
Project Name:	Village Of Royal Palm : Signal Modifications	Fax:	(561) 791-7087
Project Location:		Bid Number:	19090501
		Bid Date:	9/5/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sandpiper And Royal Palm					
102-1-A	General Maintenance Of Traffic	4.00	HR	\$140.00	\$560.00
102-14	Police Assist For Maintenance Of Traffic	16.00	HR	\$65.00	\$1,040.00
630-1-11-2	2" PVC (Sch 40) Underground Conduit	10.00	LF	\$8.25	\$82.50
630-1-11-2A	Additional 2" PVC (Sch 40) Conduit, In Trench	40.00	LF	\$2.15	\$86.00
632-7-1-19B	Signal Cable (Span Length 251'-350')	1.00	INT	\$1,938.00	\$1,938.00
670-5-600	Remove Controller Assembly With Cabinet	1.00	EACH	\$1,397.00	\$1,397.00
670-5-11B	Traffic Controller Assembly (Type 6) (Naztec), F&I	1.00	EACH	\$24,010.00	\$24,010.00
Total Price for above Sandpiper And Royal Palm Items:					\$29,113.50
Sparrow Dr And Royal Palm					
102-1-A	General Maintenance Of Traffic	4.00	HR	\$140.00	\$560.00
102-14	Police Assist For Maintenance Of Traffic	16.00	HR	\$65.00	\$1,040.00
650-1-15	Traffic Signal Head Aluminum (5 Section, 1 Way) Includes Backplates	1.00	EACH	\$1,460.00	\$1,460.00
650-1-60	REMOVE: Traffic Signal Head Assembly	1.00	EACH	\$87.00	\$87.00
670-5-11B	Traffic Controller Assembly (Type 6) (Naztec), F&I	1.00	EACH	\$24,010.00	\$24,010.00
670-5-600	Remove Controller Assembly With Cabinet	1.00	EACH	\$350.00	\$350.00
Total Price for above Sparrow Dr And Royal Palm Items:					\$27,507.00
Crossroads And Royal Plam Beach Blvd					
102-1-A	General Maintenance Of Traffic	4.00	HR	\$1,397.00	\$5,588.00
102-11	Police Assist For Maintenance Of Traffic	16.00	HR	\$65.00	\$1,040.00
630-2-14-2	2" Galv Above Ground Conduit	20.00	LF	\$12.10	\$242.00
630-1-12-2	2" PVC (Sch 40) Underground Conduit	15.00	LF	\$8.25	\$123.75
630-1-12-2A	Additional 2" PVC (Sch 40) Conduit, In Trench	15.00	LF	\$2.15	\$32.25
635-2-12-B	Pull Box (17" X 30" X 24") Fiberglass, Heavy Duty Covers	1.00	EACH	\$1,192.00	\$1,192.00
670-5-11B	Traffic Controller Assembly (Type 6) (Naztec), F&I	1.00	EACH	\$24,010.00	\$24,010.00
670-5-600	Remove Controller Assembly With Cabinet	1.00	EACH	\$1,397.00	\$1,397.00
Total Price for above Crossroads And Royal Plam Beach Blvd Items:					\$33,625.00
Heatherwood Dr / Country Club Dr					
102-1-A	General Maintenance Of Traffic	4.00	HR	\$140.00	\$560.00
102-11	Police Assist For Maintenance Of Traffic	16.00	HR	\$65.00	\$1,040.00
670-5-11B	Traffic Controller Assembly (Type 6) (Naztec), F&I	1.00	EACH	\$24,010.00	\$24,010.00
670-5-600	Remove Controller Assembly With Cabinet	1.00	EACH	\$1,397.00	\$1,397.00
Total Price for above Heatherwood Dr / Country Club Dr Items:					\$27,007.00
Crestwood / Ponce De Leon					
102-1-A	General Maintenance Of Traffic	4.00	HR	\$140.00	\$560.00
102-11	Police Assist For Maintenance Of Traffic	16.00	HR	\$65.00	\$1,040.00
650-1-15	Traffic Signal Head Aluminum (5 Section, 1 Way) Includes Backplates	1.00	EACH	\$1,460.00	\$1,460.00
650-1-60	REMOVE: Traffic Signal Head Assembly	2.00	EACH	\$87.00	\$174.00
Total Price for above Crestwood / Ponce De Leon Items:					\$3,234.00
Mimosa / La Mancha Ave					
102-1-A	General Maintenance Of Traffic	4.00	HR	\$140.00	\$560.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
102-11	Police Assist For Maintenance Of Traffic	16.00	HR	\$65.00	\$1,040.00
670-5-11B	Traffic Controller Assembly (Type 6) (Naztec), F&I	1.00	EACH	\$24,010.00	\$24,010.00
670-5-600	Remove Controller Assembly With Cabinet	1.00	EACH	\$1,397.00	\$1,397.00
Total Price for above Mimosa / La Mancha Ave Items:					<u>\$27,007.00</u>

Total Bid Price: \$147,493.50

Notes:

- Unit prices are derived from Palm Beach County Annual Signal Contract # 2019050
- Fiber cable to be relocated by Palm Beach County Traffic (or others).
- Roadway markings are to be done by others.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Gerelco Traffic Controls, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Jake Ridinger 77-201-1621 jridinger@gerelco.com</p>
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