

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2009

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: The renewal of the Surveying and Mapping Annual Agreement with Brown & Phillips, Inc. The original Agreement was dated March 11, 2008, R2008-0317.

SUMMARY: Approval of this Agreement will renew for one year, required professional services, on a task order basis.

Countywide (PK)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, the above listed consulting firm was selected to perform professional services relative to Palm Beach County (County) needs, and is presently under Agreement with the County on an annual contractual basis. This is the first renewal of this firm's Agreement. It is the consensus of the user departments that this consulting firm has, within the provisions of their Agreement, provided the professional services requested by the County. Since they remain in good standing and wish to continue to provide the professional services as indicated in their Agreement, the County agrees to renew their Agreement for one year.

This Agreement has been reviewed with the above listed consulting firm, and staff recommends the first renewal of the attached consultant Annual Agreement. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

- 1. Agreement with Exhibits and Certificate of Insurance (2)

Recommended By: 224 Ornelo A Fernandez 12/16/08 [Signature]
Director Date

Approved By: [Signature] 1/9/09
County Engineer Date

BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

December 1, 2008

Palm Beach County Board of Commissioners
C/O: Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411-2745
Attention: David Young, P.E., Special Projects Manager

**RE: SURVEYING AND MAPPING ANNUAL AGREEMENT
(R2008-0317) DATED MARCH 11, 2008**

Dear Mr. Young:

This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of March 11, 2009 through March 10, 2010.

We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

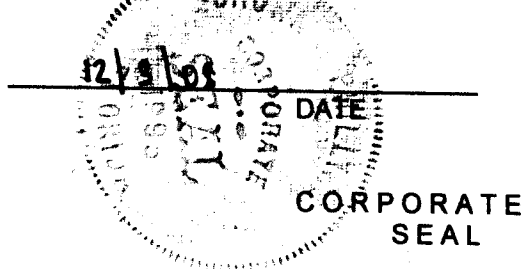
Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

Brown & Phillips, Inc.

Anthony Brown
Anthony Brown, P.L.S., C.E.O.

Attest: John E. Phillips, Esq.



12/3/08
DATE

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney

Sharon R. Bock

Rates ok.
2/27

EXHIBIT 'B'

**HOURLY FEE SCHEDULE
SURVEYING & MAPPING
ON AN ANNUAL CONTRACTUAL BASIS
FOR PALM BEACH COUNTY**

OCTOBER 1, 2008 TO SEPTEMBER 30, 2009

	<u>\$/HOUR</u>	
	<u>RAW</u>	<u>BURDENED</u>
Principal/Surveyor (PLS)	\$41.33	\$113.00 ✓
Survey Tech	\$25.86	\$ 70.00 ✓
CADD Tech	\$24.00	\$ 66.00 ✓
Overhead/Fringe	145% ✓	
Profit	12% ✓	
3 Man Survey Crew	\$125.00/Hour (\$1,000.00/Day) ✓	
2 Man Survey Crew	\$98.00/Hour (\$784.00/Day) ✓	
Preparation of Legal Descriptions & Sketches	\$450.00/Each ✓	
Airboat & Swamp buggy rental with operator	\$80.00/Hour ✓	
Small All Terrain Vehicle Rental	\$100.00/Day ✓	
Small Boat for soundings	\$50.00/Day ✓	

**AVERAGE PAYROLL RATES SCHEDULE
OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

CLASSIFICATION SALARY	AVERAGE RAW
CADD Technician	\$24.00/Hour ✓
Survey Technician	\$25.86/Hour ✓
Professional/Principal	\$41.33/Hour ✓
Party Chief	\$21.00/Hour ✓
Instrument Person	\$15.00/Hour ✓
Rod Person	\$ 10.00/Hour ✓

A 2.744 Multiplier will be applied to the above Average Raw Salary rates.

HOURLY RATE SCHEDULE TO BE EFFECTIVE
FOR FISCAL YEAR OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

The OWNER shall have the following options regarding payments to the SURVEYOR:

- 1) Negotiated lump sum for various projects.

OR

- 2) Hourly rate based on the following rates:
(A 2.744 multiplier is applied)

A) <u>FIELD PERSONNEL</u>	
3 Man Survey Crew	\$125.00
2 Man Survey Crew	\$ 98.00
B) <u>OFFICE PERSONNEL</u>	
Professional	\$ 113.00
Survey Technician	\$ 70.00
CADD Technician (includes computer time)	\$ 66.00
C) <u>REIMBURSABLE EXPENSES</u>	
Equipment for clearing, when required	
Plats and maps from Courthouse *	
Aerial Photogrammetry	
Soils testing	
Abstracts of Title Searches of public records *	
Airboat and Buggy Rentals with operator	\$ 80.00
Small All Terrain Vehicle Rental with operator	\$100.00

* Supplied by County

All rates are on a portal to portal basis. Invoicing is based on work-in-progress or section complete basis.

We are recognized by the State of Florida Board of Land Surveys and have registered under the provisions of Chapter 472. All services will be in accord with the standards set forth by the Florida Board of Land Surveyors.

Our firm carries Professional Liability, Errors and Omissions Insurance and Workers' Compensation. Certificates of Insurance are available upon request.



PROJECT: Survey and Mapping Annual Services
PROJECT NO.: On a Task Order Basis
CONSULTANT: Brown & Phillips, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT


By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

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, sexual orientation, gender identity and expression.



Anthony Brown, P.L.S., C.E.O.



CONFLICT OF INTEREST DISCLOSURE FORM

Project: Surveying and Mapping Annual Services

Project No.: On a Task Order Basis

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N/A

(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Anthony Brown, as
(Name of Individual)

P.L.S., C.E.O., of Brown & Phillips, Inc.
(Title/Position) (Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

Anthony Brown
(Signature)

12/3/08
(Date)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/4/2008

PRODUCER ST LUCIE INSURANCE 612 SW PORT ST LUCIE BLVD PORT ST LUCIE, FL 34953 (772) 871-1135	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED BROWN & PHILLIPS, INC 901 NORTHPOINT PARKWAY, SUITE 119 WEST PALM BEACH, FL 33407	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: PROGRESSIVE</td> <td></td> </tr> <tr> <td>INSURER B: HOUSTON CASUALTY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: PROGRESSIVE		INSURER B: HOUSTON CASUALTY		INSURER C:		INSURER D:		INSURER E:	
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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 - COM/POP AGG \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	04182490-6	03/16/2008	03/16/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - POLICY LIMIT	\$												
B	PROFESSIONAL LIABILITY	AEL1002141	01/26/2008	01/26/2009	\$1,000,000 LIMIT RETRO ACTIVE DATE: 01/25/1994								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IT'S OFFICERS, EMPLOYEE'S, AND AGENTS, SHALL BE NAMED ADDITIONAL INSURED AS TO GENERAL LIABILITY.

CERTIFICATE HOLDER PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS OPERATIONS CCNA DIVISION/ROADWAY PRODUCTIONS DIVISION 2300 N. JOG ROAD WEST PALM BEACH, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AB
BROWN-8

DATE (MM/DD/YYYY)
12/04/08

PRODUCER Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Phone: 561-478-1660 Fax: 561-478-6876	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Brown & Phillips, Inc. Mr. Anthony Brown, CEO 901 Northpoint Parkway, #119 West Palm Beach FL 33407	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich/Maryland Casualty</td> <td>19305</td> </tr> <tr> <td>INSURER B: Zurich Assurance Co of America</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich/Maryland Casualty	19305	INSURER B: Zurich Assurance Co of America		INSURER C:		INSURER D:		INSURER E:	
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COVERAGES

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INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS00539769	12/04/08	12/04/09	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000
		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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ 0	PAS00539769	12/04/08	12/04/09	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 3000000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC002676221-01	11/26/08	11/26/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		OTHER Property Section	PAS00539769	12/04/08	12/04/09	Contents 174,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, shall be named Additional Insured as to General Liability.
 Project name: FOR ALL PROJECTS WITH PALM BEACH COUNTY

CERTIFICATE HOLDER

Engineering & Public Works
 Operations CCNA Division
 Roadway Production Division
 2300 N. Jog Road
 West Palm Beach FL 33411-2745

ENGINE&P

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas C. Mangum, Jr.