

Agenda Item #: 3-C-14

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 12, 2010 [X] 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 Agreements with Brown & Phillips, Inc., whose original Agreement was dated March 11, 2008, R2008-0317 and Dennis J. Leavy & Associates, Inc., whose original Agreement was dated January 15, 2008, R2008-0020.

SUMMARY: Approval of these Renewal Agreements will extend required professional services for one year, 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 firms were selected to perform professional services relative to Palm Beach County (County) needs, and are presently under agreement with the County on an annual contractual basis. This is the second and final renewal of these firms' Agreements. It is the consensus of the user departments that these consulting firms have, within the provisions of their Agreements, 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 Agreements, the County agrees to renew their Agreements for one year.

These Renewal Agreements have been reviewed with the above listed consulting firms, and staff recommends the second and final renewal of the Annual Agreements. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

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

Recommended By: *[Signature]* Director 11/30/09 Date *[Signature]*
Approved By: *[Signature]* County Engineer 12/17/09 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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 Amount

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

This item has no fiscal impact.

C. Departmental Fiscal Review: Adwillhite

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

* Fiscal impact is indeterminable at this time, work will be performed on a task order basis.

Jim Owl 12-22-09
OFMB

12/22/09 PM 12-21-09

Jim J. Jacobson 12/28/09
Contract Administration

This item complies with current County policies.

B. Legal Sufficiency:

Paul R. J. 12/29/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

November 5, 2009

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

Dear Mr. Young:

This Renewal Agreement 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, 2010 through March 10, 2011.

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 Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

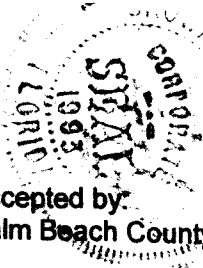
Brown & Phillips, Inc.

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

Attest: John E. Phully, Esq.

11/6/09
DATE

11/6/09
DATE



CORPORATE SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: John F. Koons, Chairman
Burt Aaronson, Chair

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney

David Young



Rates OK,
DLW

**HOURLY RATE SCHEDULE TO BE EFFECTIVE
FOR FISCAL YEAR MARCH 11, 2010 THROUGH MARCH 10, 2011**

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) **FIELD PERSONNEL**
- | | |
|-------------------|----------|
| 3 Man Survey Crew | \$125.00 |
| 2 Man Survey Crew | \$ 98.00 |
- B) **OFFICE PERSONNEL**
- | | |
|--|-----------|
| Professional | \$ 113.00 |
| Survey Technician | \$ 70.00 |
| CADD Technician (includes computer time) | \$ 66.00 |
- C) **REIMBURSABLE EXPENSES**
- 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

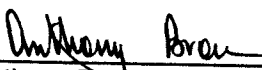
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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)

11/6/09
(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2009

PRODUCER ST LUCIE INSURANCE 512 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 and Phillips, Inc. 901 Northpoint Parkway West Palm Beach, FL 33407		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Mid-Continent Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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 ADDL LTR NR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability	PRO00024908	01/26/09	01/26/10	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPROP 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) \$
	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 RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

Land Surveying

Retro Date: 01/26/1994

This certificate is for Professional Liability

CERTIFICATE HOLDER

Palm Beach County
 Roadway Production Division / CCNA Division
 2300 N. Jog Road, Suite 3W-33
 West Palm Beach, FL 33411-2745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID AB
BROKER-8

DATE (MM/DD/YYYY)
12/09/09

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

INSURERS AFFORDING COVERAGE

INSURER A:	Zurich/Maryland Casualty	NAIC #
INSURER B:	Zurich Assurance Co of America	19305
INSURER C:		
INSURER D:		
INSURER E:		

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.

FORM NO. / LTR. INSTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PA800539769	12/04/09	12/04/10	EACH OCCURRENCE \$ 200,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 200,000 GENERAL AGGREGATE \$ 400,000 PRODUCTS - COMP/OP AGG \$ 400,000
	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 DEDUCTIBLE RETENTION \$ 0	PA800539769	12/04/09	12/04/10	EACH OCCURRENCE \$ 300,000 AGGREGATE \$ 300,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC002676221-01	11/26/09	11/26/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	Property Section	PA800539769	12/04/09	12/04/10	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 in regards to the General Liability.
 Project name: FOR ALL PROJECTS WITH PALM BEACH COUNTY.

CERTIFICATE HOLDER

Palm Beach County
Roadway Production Division/
CCMA Division
2300 N. Jog Road Suite 3W-33
West Palm Beach FL 33411-2745

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.