

**Agenda Item #: 3-C-1**

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

**Meeting Date:** January 24, 2012 ☒ 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 survey and mapping annual agreements with Brown & Phillips, Inc. (B&P), whose original agreement was dated February 15, 2011, R2011-0176 and Dennis J. Leavy & Associates, Inc. (DJL), whose original agreement was dated February 15, 2011, R2011-0177.

**SUMMARY:** Approval of these renewal agreements will extend required professional services for one year, on a task order basis. Both renewal agreements will continue for the period of February 15, 2012 through February 14, 2013. B&P and DJL are both Palm Beach County companies and certified Small Business Enterprises.

Countywide (MRE)

**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 first 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 first renewal of the attached consultant annual agreements. This transaction will maintain the continuous process of professional services required by the County.

**Attachments:**

1. Renewal Agreement with Certificate of Insurance (2)

**Recommended By:** \_\_\_\_\_  
Director Date

**Approved By:**           *T. Webb*                     1/4/12            
County Engineer Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
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					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program

### Recommended Sources of Funds/Summary of Fiscal Impact:

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

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

Shane 1/6/2012  
OFMB  
1/5/12  
1/5/11  
ce  
2/5/11

J. J. J. J. J. 1/19/12  
Contract Dev. and Control

### B. Approved as to Form and Legal Sufficiency:

M. J. J. J. 1/11/12  
Assistant County Attorney

This item complies with current County policies.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



September 22, 2011

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 SERVICES  
DATED FEBRUARY 15, 2011 (R2011-0176)**

Dear Mr. Young:

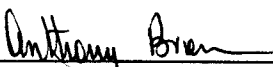
This Renewal Agreement serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of February 15, 2012 through February 14, 2013.

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.

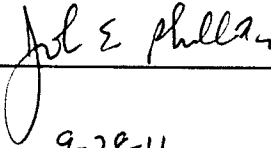
Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Brown & Phillips, Inc.

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

Attest:

  
\_\_\_\_\_  
9-28-11

DATE

Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

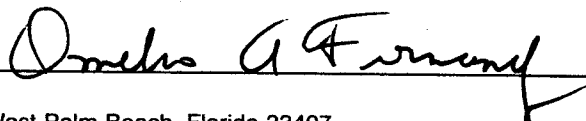
BY: \_\_\_\_\_  
Shelley Vana, Chair

BY: \_\_\_\_\_  
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

\_\_\_\_\_  
County Attorney

  
\_\_\_\_\_

Rates OK.  
DZ

Attachment 1 - Page 2 of 6

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

FEBRUARY 15, 2012 THROUGH FEBRUARY 14, 2013

		<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  
FEBRUARY 15, 2012 THROUGH FEBRUARY 14, 2013**

<b>CLASSIFICATION SALARY</b>	<b>AVERAGE RAW</b>
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

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

**HOURLY RATE SCHEDULE TO BE EFFECTIVE**  
**FOR FISCAL YEAR FEBRUARY 15, 2012 THROUGH FEBRUARY 14, 2013**

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)

<b>A) <u>FIELD PERSONNEL</u></b>	
3 Man Survey Crew	\$125.00
2 Man Survey Crew	\$ 98.00
<b>B) <u>OFFICE PERSONNEL</u></b>	
Professional	\$ 113.00
Survey Technician	\$ 70.00
CADD Technician (includes computer time)	\$ 66.00
<b>C) <u>REIMBURSABLE EXPENSES</u></b>	
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.

**CERTIFICATION STATEMENTS**

**Project:** Surveying 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/ANNUAL 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/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL 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/ANNUAL 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/ANNUAL 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/ANNUAL 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.

  
\_\_\_\_\_  
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

CONSULTANT/ANNUAL CONSULTANT 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:

\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'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 CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT/ANNUAL CONSULTANT.

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

**THIS DISCLOSURE** is submitted by Anthony Brown, P.L.S., as  
(Name of Individual)

C.E.O., of Brown & Phillips, Inc.  
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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

Anthony Brown  
(Signature)

12/1/11  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID NM

DATE (MM/DD/YYYY)

12/01/11

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  Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Phone:561-478-1660 Fax:561-478-6876	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BROWN-8
INSURED  Brown & Phillips, Inc. Mr. Anthony Brown, CEO 1860 Old Okeechobee Rd #509 West Palm Beach FL 33409	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich/Maryland Casualty INSURER B: CastlePoint Florida Ins Co INSURER C: Darwin Select Insurance Co. 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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	PAS00539769	12/04/11	12/04/12	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	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) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			PAS00539769	12/04/11	12/04/12	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
B	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 <input type="checkbox"/>	N/A	WCP760964800	11/26/11	11/26/12	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	PROFESSIONAL LIAB			03063598	01/26/11	01/26/12	LIABILITY 1,000,000 RETENTION 5,000

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, shall be named Additional Insured as to General Liability.  
Project name: For All Projects with Palm Beach County  
Professional Liability Retro Date: 1/24/94

## CERTIFICATE HOLDER

## CANCELLATION

PBC Board of Co Comm  
\*See description of operations for complete name of holder  
2300 N. Jog Road  
West Palm Beach FL 33411

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/2011

<b>PRODUCER</b> IBR INSURANCE AGENCY INC. 5900 BROADWAY WEST PAQLM BEACH FL 33407	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Progressive Express Ins Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 10193
<b>INSURED</b> BROWN & PHILLIPS at 1860 Old Okeechobee Road, Suite 509, West Palm Beach FL 33409.		

### COVERAGES

INSURANCE LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <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	<b>AUTOMOBILE LIABILITY</b> <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  <input checked="" type="checkbox"/> <b>Commercial Auto</b>	08115357-0	06/29/11	06/29/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners  
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 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

# DENNIS J. LEAVY & ASSOC.

LAND SURVEYORS • MAPPERS

September 26, 2011

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 SERVICES  
DATED FEBRUARY 15, 2011 (R2011-0177)**

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 February 15, 2012 through February 14, 2013.

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,

Dennis J. Leavy & Associates, Inc.

Dennis J. Leavy, P.S.M., President

Attest:

*Susan Dietz*

9/26/11  
DATE

DATE

CORPORATE  
SEAL

Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

BY: Shelley Vana, Chair

BY: \_\_\_\_\_  
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney

*Ornelis A. Fernandez*

Rates OK.  
DJV

**Dennis J. Leavy & Associates, Inc.**

Attachment 1 - Page 2 of 4

**"FEE SCHEDULE FOR COUNTY ANNUAL"**  
(Effective February 15, 2012 through February 14, 2013)

**PROFESSIONAL SURVEYING SERVICES:**

1. Hourly Rates (Administration, general overhead, fringe benefits) = 150%  
(Operating margin) = 12%  
Multiplier = 2.80

A) Field tasks:

- 1) 3 man field crew \* \$120.00 per hour  
2) 2 man field crew \* \$ 95.00 per hour  
\* Fully equipped except for reimbursable equipment.

B) Office tasks:

Raw/Burdened

- 1) Principle \$ 39.29/\$110.00 per hour  
2) Staff P.S.M. \$ 33.93/\$ 95.00 per hour  
3) Survey Technician \$ 23.21/\$ 65.00 per hour  
4) CADD Technician \* \$ 23.21/\$ 65.00 per hour  
5) Draft Person \$ 16.07/\$ 45.00 per hour  
\* Includes computer.

2. Reimbursable Services:

- A) Airboat or Swamp Buggy \* \$ 80.00 per day  
B) All Terrain Vehicle \* \$ 60.00 per day  
C) Small Boat for Hydrographic Surveys\* \$ 35.00 per day  
\* Includes operator, does not include survey crew.

It is understood that Palm Beach County will provide all necessary plats, maps, abstracts or other documents required as a basis for survey services. All services provided will be in accordance with Chapters 177 and 472 Florida Statutes and Chapter 5J-17 Florida Administrative Code, as applicable. Further, all services provided will be in accordance with the standards and/or requirements by individual government agencies having jurisdiction or control over the project for which services are provided.

**CERTIFICATION STATEMENTS**

Project: Surveying and Mapping Annual Services  
Project No.: On A Task Order Basis

CONSULTANT: Dennis J. Leavy & Associates, Inc.

**TRUTH-IN-NEGOTIATION STATEMENT**

By entering into this Agreement, the **CONSULTANT/ANNUAL 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**

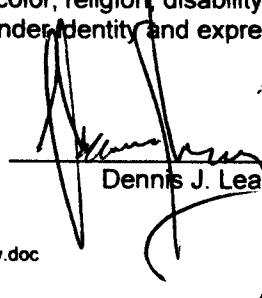
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed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

  
11/30/11  
Dennis J. Leavy, P.S.M., President

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project: **Surveying and Mapping Annual Services**  
 Project No.: **On A Task Order Basis**

CONSULTANT/ANNUAL CONSULTANT 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:

NONE

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

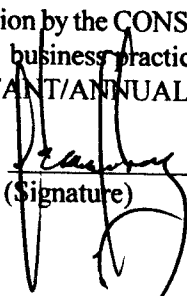
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S 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 CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT/ANNUAL CONSULTANT.

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

THIS DISCLOSURE is submitted by Dennis J. Leavy, P.S. M., as  
 (Name of Individual)

President, of Dennis J. Leavy & Associates, Inc.  
 (Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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

  
 (Signature)

11/30/11  
 (Date)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

05/02/2011

PRODUCER (305)822-7800 FAX 305-362-2443  
Collinsworth, Alter, Fowler & French, LLC.  
8000 Governors Square Blvd., Suite 301  
Miami Lakes, FL 33016  
Zoraida Gonzalez Ext 159 zgonzalez@caffllc.com

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 Dennis J. Leavy & Associates  
460 Business Parkway  
Suite B  
Royal Palm Beach, FL 33411

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Ins Co of the SE A+ XV

INSURER B: Travelers Casualty & Surety Co A+ XV

INSURER C: Everest National Ins Co A+ XV

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	215BMRQ7537	05/09/2011	05/09/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <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) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	215BMRQ7537	05/09/2011	05/09/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB9976Y787	05/09/2011	05/09/2012	<input checked="" type="checkbox"/> NO STATE-TOY LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>Professional Liab</b> <b>Claims-Made Form</b> RETRO DATE 1/1/1994	79AE000395111	05/09/2011	05/09/2012	\$1,000,000 Each Claim \$2,000,000 Annual Aggregate \$10,000 Deductible Each Claim

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

Re: All Projects with Palm Beach County

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are named as additional insured on the General Liability, excluding Professional Services.

## CERTIFICATE HOLDER

Palm Beach County Engineering & Public Works  
CONA Division/Roadway Production  
Attn: Jeanne Dean  
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Heade Collinsworth/ZO

*[Signature]*

Additional Coverages and Factors

05/02/2011

Line of Business Coverages for General Liability

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	2,000,000				
Products/Completed Ops	2,000,000				
Aggregate					
Personal & Advertising	1,000,000				
Injury					
Each Occurrence	1,000,000				
Fire Damage	1,000,000				
Medical Expense	10,000				
Employment Practices	5,000				
Liability					
Employee Benefits	Retro				

Line of Business Coverages for Workers Compensation

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
C & Employer's liability	500,000/500,000/500,000				
Expense constant				200.00	
djst. to reconcile-exp				-219.00	0.97000
od. premium					
erriorism				213.00	0.03000
Increased employer's				58.00	0.80000
liability					

## DATE RECEIVED

DATE INDEXED  
07/22/2011

THIS CERTIFICATE IS ISSUED AS 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 HEREON.



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WELLS & STATE Farm Mutual Auto Insurance Company 751.78

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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.

[illegible]

**CONCLUSION**

STOCKS ANY OF THE ABOVE DISCLOSED POLICIES BE CANCELLED BEFORE THE SEPARATION DATE THEREAFTER, THE STOCKS SHOWN WILL, NEVERTHELESS, BE PAID. THE ABOVE WRITTEN NOTES TO THE CONTRACTING POLICIES ISSUED TO THE LEFT, MAY PERMIT TO GO ON SMALL, BEFORE NO CANCELLATION OR LIABILITY OF ANY KIND, OF THE INSURANCE, ITS AGENTS OR AUTHORIZED REPRESENTATIVES.