

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 30, 2012	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:	Engineering & Public Works Department				
Submitted By:	Roadway Production Division				
Submitted For:					

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A Fourth Amendment to Agreement R2001-1425 dated September 11, 2001, with Charles Corbin, to extend the term of the contract from October 1, 2012 through March 31, 2013, for a fixed amount of \$5,510.44 each month, not-to-exceed a total amount of \$33,062.64, for the purpose of providing bridgetending service at the Point Chosen Swing Bridge.

**SUMMARY:** Approval of this Amendment will relate back to September 11, 2001, and extend the expiration date of the existing agreement, without interruption or lapse, to March 31, 2013, and will provide uninterrupted bridgetending service for Point Chosen Swing Bridge. The Office of Small Business Assistance has no listing of certified Minority/Women Business Enterprises to perform this service. The Point Chosen Swing Bridge crosses the Okeechobee Rim Canal on West Lake Road (CR-717) from Belle Glade to Torry Island, Florida. A new bridgetending contract will be put out to bid and will become effective at the end of the term established under this Amendment.

District 6 (MRE)

**Background and Justification:** The Point Chosen Swing Bridge requires on-call bridgetending services, seven days a week, 52 weeks a year, as well as emergency services to police and fire departments. Charles Corbin lives and works in close proximity to the bridge and provided bridgetending services for the Florida Department of Transportation for many years prior to Palm Beach County taking possession of this bridge in 1988. This Amendment is necessary to provide uninterrupted bridgetending service for this swing bridge and is in the best interest of the health, safety and welfare of the public.

After reviewing the attached Agreement and finding it in proper order, staff recommends approval.

**Attachments:**

- 1. Location Map
- 2. Fourth Amendment Agreement with Certificate of Insurance (2)

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Recommended by: *[Signature]* 10/23/12  
 Division Director Date

Approved By: *[Signature]* 10/24/12  
 County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$33,063	-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-
<b>NET FISCAL IMPACT</b>	<b>\$33,063</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?                      Yes                       No

**Budget Account No:**

Fund 1201    Dept 360            Unit 2220            Object 3401

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

County Transportation Trust Fund  
 Bridge Section  
 Other Contractual Services

**C. Departmental Fiscal Review:**                     *Alii Kovalainen*                     

**III. REVIEW COMMENTS**

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

<p><u>                    <i>Susan Neary</i>                      10/25/12</u>                  OFMB</p>	<p><i>10/24/12</i></p>	<p><u>                    <i>Jan. J. Jansen</i>                      10/25/12</u>                  Contract Dev. and Control</p>
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**B. Approved as to Form and Legal Sufficiency:**

                    *Mark R. Bell*                        
 Assistant County Attorney

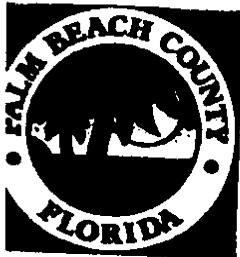
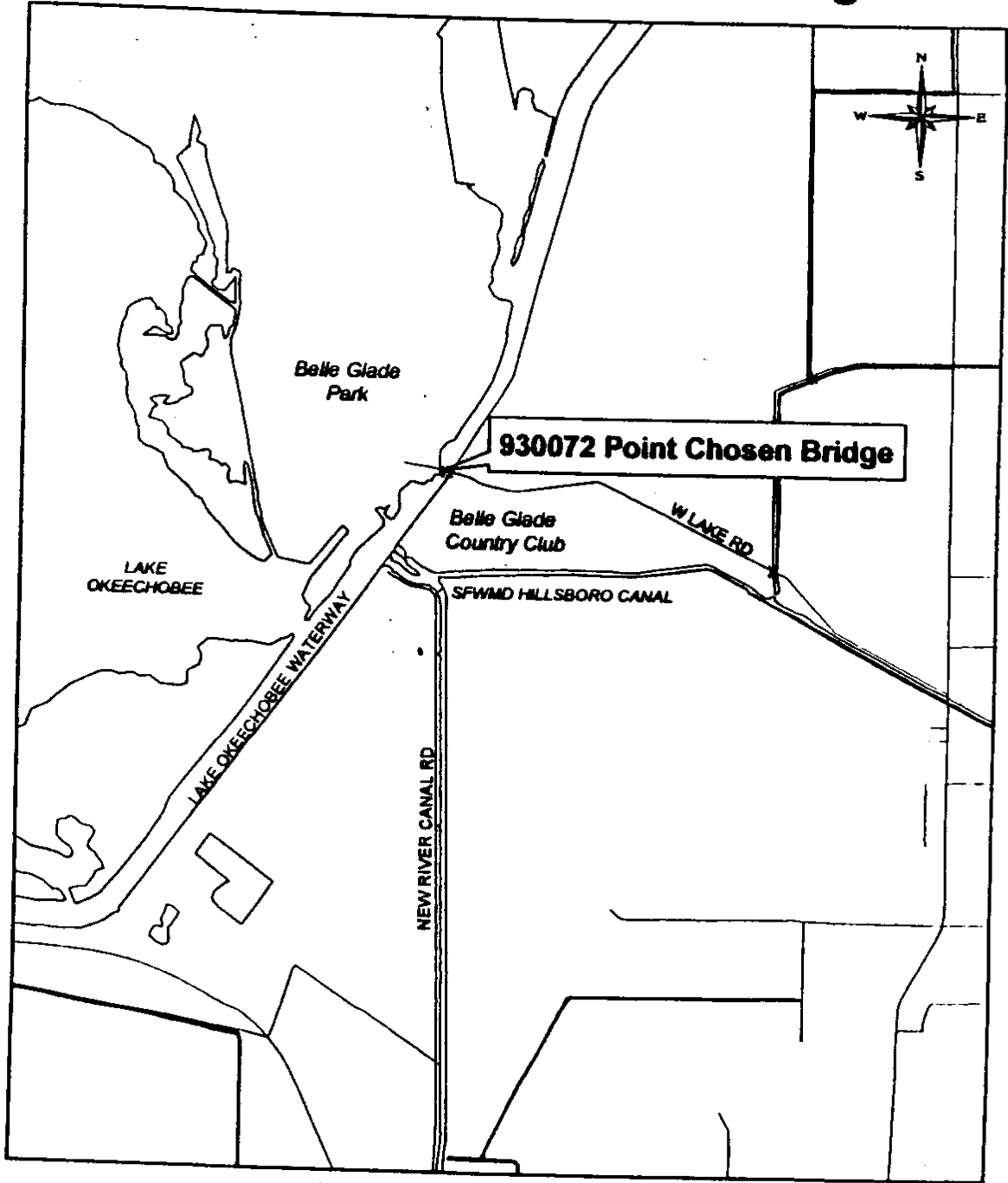
*At the time of our review the Amendment was not executed.*

**C. Other Department Review:**

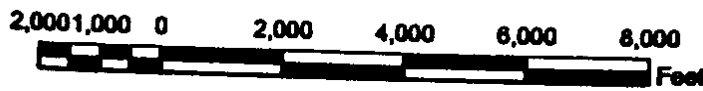
\_\_\_\_\_  
 Department Director

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

# 930072 Point Chosen Bridge



UG22022.J78 C:\maptools\maptools\pbc\chessman.mxd



Legend	
* ENG_bridge	
— pbc_major_roads	
— pbc_roadbase	
□ pbc_water	

LOCATION SKETCH

ATTACHMENT 2

**FOURTH AMENDMENT TO AN AGREEMENT BETWEEN  
PALM BEACH COUNTY, FLORIDA  
AND CHARLES CORBIN AND PAUL GORDON CORBIN  
FOR POINT CHOSEN BRIDGETENDING SERVICES**

THIS FOURTH AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between PALM BEACH COUNTY. A political subdivision of the State of Florida, hereafter referred to as "County" and CHARLES CORBIN, a private individual whose address is, P. O. Box 250, Belle Glade, Florida 33430, for the purpose of providing bridgetending services for the Swing Bridge (Point Chosen) that crosses the Okeechobee Rim Canal on West Lake Road (CR-717) from Belle Glade to Torry Island, Florida. WITNESSETH:

WHEREAS, the County and Charles Corbin and Paul Gordon Corbin entered into an Agreement for Bridgetending Services (Agreement) on September 11, 2001 (R-2001-1425) which expired on September 30, 2002; and

WHEREAS, the County and Charles Corbin and Paul Gordon Corbin amended the original Agreement (First Amendment) on October 1, 2002 (R-2002-1698) to extend the Agreement to September 30, 2007, for a not to exceed amount of \$48,298.49 for the first year with a 2% increase each year thereafter for the term of the Agreement; and

WHEREAS, on August 16, 2005, the County and Charles Corbin entered into the Second Amendment (R2005-1456) to the Agreement wherein Charles Corbin assumed all duties of Paul Gordon Corbin (deceased) to continue the Agreement for the remaining term and wherein a change was made to the annual increase from 2% to 4% commencing on October 1, 2005; and

WHEREAS, on October 16, 2007, the County and Charles Corbin entered into the Third Amendment (R2007-1773) to the Agreement to extend the Agreement to September 30, 2012, for a not to exceed amount of \$56,524.16, for the first year with a 4% increase each year thereafter for the term of the Agreement; and

WHEREAS, due to the on-call nature of the Bridgetending Services and the proximity of Charles Corbin to the Swing Bridge, Charles Corbin is best suited to continue this Agreement; and

WHEREAS, the County and Charles Corbin desire to extend the Agreement to March 31, 2013, for a fixed amount of \$5,510.44 each month, not to exceed a total amount of \$33,062.64; and

WHEREAS, it is in the best interest of the health, safety and welfare of the public that the County and Charles Corbin extend this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The Agreement is hereby amended to read as follows:

- a. Paragraph 4 is amended to state as follows:

This Agreement is a fixed price contract in the total amount of \$33,062.64, with payment to be made by the County to Charles Corbin.

- b. Paragraph 5 is amended to state as follows:

The County will pay to Charles Corbin for the proper performance of Bridgetending Services, an amount not to exceed Thirty-Three Thousand Sixty-Two Dollars and Sixty-Four Cents (\$33,062.64) commencing on October 1, 2012, to be paid in the amount of \$5,510.44 on a monthly basis until March 31, 2013, so long as the Swing Bridge is operational. In the event the Swing Bridge is closed and/or non-operational for a continuous period exceeding thirty (30) days, Charles Corbin is relieved of the obligations set forth herein until such time as the Swing Bridge is reopened and operational. A reduction of the monthly amount due Charles Corbin will be made for the number of days the Swing Bridge is non-operational. For periods of seven (7) days immediately following the closing and immediately before the reopening, he will be paid at the daily contractual rate for being on standby status. The daily rate will be calculated by dividing the number of days in a given month by the monthly amount. Charles Corbin will submit a monthly invoice. Payment of the not to exceed monthly sum shall extinguish any obligation the County has or may have to Charles Corbin for that month. Invoices will normally be reviewed and approved by the County's Division of Road and Bridge indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoice will normally be paid within thirty (30) days following the County's approval.

3. Except as provided herein, all other terms and conditions of the Agreement dated September 11, 2001, the First Amendment to the Agreement dated October 1, 2002, the Second Amendment to the Agreement dated August 16, 2005, and the Third Amendment to the Agreement dated October 16, 2007 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year written above.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

CHARLES CORBIN

ATTEST:  
SHARON BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORDIA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LH

DATE (MM/DD/YYYY)

09/19/12

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).

<b>PRODUCER</b> HARBOR INSURANCE - Br7 500 Northpoint Pkwy, Ste 200 West Palm Beach, FL 33407 Harbor Insurance	Phone: 561-623-6150 Fax: 561-712-9394	<b>CONTACT NAME:</b> Linda Holly <b>PHONE (A/C, No, Ext):</b> 561-623-6141 <b>FAX (A/C, No):</b> 561-623-6141 <b>E-MAIL ADDRESS:</b> linda.holly@harboria.com <b>PRODUCER CUSTOMER ID #:</b> CORBI-1
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Slim's Fish Camp, Inc. Charles L. Corbin Po Box 250 Belle Glade, FL 33430	<b>INSURER A:</b> Essex Ins. Co.	<b>NAIC #</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	CL100302767	10/01/12	12/1/12	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 500,000
						GENERAL AGGREGATE	\$ 500,000
						PRODUCTS - COMPROP AGG	\$ 500,000
						GENERAL AGGREGATE LIMIT APPLIES PER	
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PROJ	<input type="checkbox"/>	LOC		
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<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 type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/>				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/>				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
	If yes, Describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate Holder is listed as additional insured with respect to general liability.  
 Fax to: 561-233-3986

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
PBCOUNT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PB COUNTY BOARD OF COUNTY COMM COUNTY ROAD & BRIDGE DIVISION Attn: Flo 2555 VISPA PARKWAY WEST PALM BEACH, FL 33411	AUTHORIZED REPRESENTATIVE <i>Rebecca A. Palmer</i>