

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 15, 2013 [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 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 work task order basis. Both renewal agreements will continue for the period from February 15, 2013 through February 14, 2014. These are the second and final renewals of two possible one year renewals contemplated in the original agreements. B&P and DJL are both Palm Beach County companies and are 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. 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 attached consultant annual agreements. This transaction will maintain the continuous process of professional services required by the County.

**Attachments:**

- 1. Renewal Agreement with B&P includes Certificate of Insurance (2)
- 2. Renewal Agreement with DJL includes Certificate of Insurance (2)

Recommended By: *[Signature]* Director 11/27/12 Date *[Signature]*

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





**BROWN & PHILLIPS, Inc.**  
PROFESSIONAL SURVEYING SERVICES

September 11, 2012

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, 2013 through February 14, 2014.

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.

9-18-12

DATE

CORPORATE  
SEAL

Attest:

John E. Kelly

9/18/12

DATE

Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

BY: Steven L. Abrams, Chairman

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

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

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

Ornelis A. Fernandez

*Rates OK.  
DZY*

**Brown & Phillips, Inc.**  
**HOURLY FEE SCHEDULE**  
**SURVEYING & MAPPING**  
**ON AN ANNUAL CONTRACTUAL BASIS**  
**FOR PALM BEACH COUNTY**

February 15, 2013 To February 14, 2014

|  |                                | <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    |                 |

**HOURLY RATE SCHEDULE TO BE EFFECTIVE**  
**FOR FISCAL YEAR FEBRUARY 15, 2013 THROUGH FEBRUARY 14, 2014**

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.

**CERTIFICATION STATEMENTS**

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

**Consultant/Annual 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.

 9-18-12  
\_\_\_\_\_  
Anthony Brown, P.L.S., C.E.O.



Client#: 7958

BROWPHI3

ACORD™

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/04/2012

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).

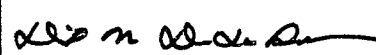
| <b>PRODUCER</b><br>SunCoast Insurance, div of USI<br>1715 N. Westshore Blvd. #700<br>Tampa, FL 33607<br>813 321-7500 |                                | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 813 321-7500      FAX (A/C, No): 813 321-7525<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #:  |  |                               |  |        |             |                           |       |             |                             |       |             |                                |       |             |                           |       |             |  |  |             |  |  |
|--|--------------------------------|--|--|-------------------------------|--|--------|-------------|---------------------------|-------|-------------|-----------------------------|-------|-------------|--------------------------------|-------|-------------|---------------------------|-------|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br>Brown & Phillips, Inc.<br>1860 Old Okeechobee Rd., ste 509<br>West Palm Beach, FL 33409            |                                | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Maryland Casualty Company</td> <td>19356</td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C :</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td>Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | Maryland Casualty Company | 19356 | INSURER B : | Travelers Indemnity Company | 25658 | INSURER C : | XL Specialty Insurance Company | 37885 | INSURER D : | Phoenix Insurance Company | 25623 | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE  |                                | NAIC #   |  |                               |  |        |             |                           |       |             |                             |       |             |                                |       |             |                           |       |             |  |  |             |  |  |
| INSURER A :  | Maryland Casualty Company      | 19356  |  |                               |  |        |             |                           |       |             |                             |       |             |                                |       |             |                           |       |             |  |  |             |  |  |
| INSURER B :  | Travelers Indemnity Company    | 25658  |  |                               |  |        |             |                           |       |             |                             |       |             |                                |       |             |                           |       |             |  |  |             |  |  |
| INSURER C :  | XL Specialty Insurance Company | 37885  |  |                               |  |        |             |                           |       |             |                             |       |             |                                |       |             |                           |       |             |  |  |             |  |  |
| INSURER D :  | Phoenix Insurance Company      | 25623  |  |                               |  |        |             |                           |       |             |                             |       |             |                                |       |             |                           |       |             |  |  |             |  |  |
| 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X                  | PAS00539769   | 12/04/2012              | 12/04/2013              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| D        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | X                  | BA4C031224    | 11/29/2012              | 11/29/2013              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$  | X                  | PAS00539769   | 12/04/2012              | 12/04/2013              | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N/A         | UB3977T896    | 11/26/2012              | 11/26/2013              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                             |
| C        | Professional Liability  |                    | DPS9698574    | 01/26/2012              | 01/26/2013              | \$2,000,000 per claim<br>\$2,000,000 annl aggr.   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Professional Liability coverage is written on a claims-made and reported basis.  
 RE: All Projects with Palm Beach County. Palm Beach County Board of County Commissioners, a political (See Attached Descriptions)

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>Palm Beach County<br>c/o Department of Engineering & Public Works<br>P. O. Box 21229<br>West Palm Beach, FL 33416-1229 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



## DESCRIPTIONS (Continued from Page 1)

subdivision of the State of Florida, its Officers, Employees, and Agents, are Additional Insured as respects the General Liability and Automobile Liability policies. Professional Liability deductible is \$5,000 with a retroactive date of 1/24/94. Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



**DENNIS J. LEAVY & ASSOCIATES, INC**

Land Surveyors • Mappers



September 13, 2012

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:

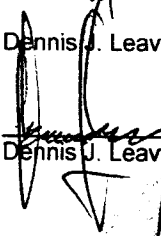
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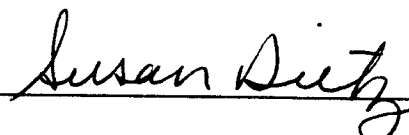
We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

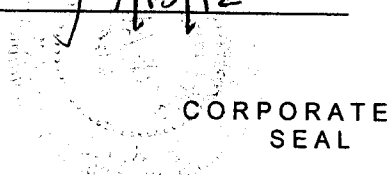
Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Dennis J. Leavy & Associates, Inc.

  
\_\_\_\_\_  
Dennis J. Leavy, P.S.M., President  
DATE 9/13/12

Attest:   
\_\_\_\_\_  
DATE 9/13/12



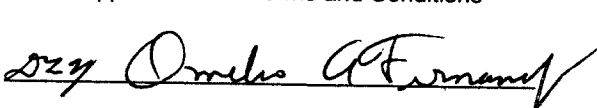
Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

BY: Steven L. Abrams, Chairman

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

Approved As To Form & Legal Sufficiency:  
\_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions  


## Fee Schedule

(Effective February 15, 2013 through February 14, 2014)

*Rates OK.*  
*DJL*

### 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 Work Task Order Basis

**Consultant/Annual 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**

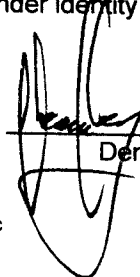
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed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



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

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project:** Surveying and Mapping Annual Services  
**Project No.:** On A Work 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)

9/13/12  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DENNJLE-01 JTORRES

DATE (MM/DD/YYYY)

10/4/2012

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**

Collinsworth, Alter, Fowler & French, LLC  
8000 Governors Square Blvd  
Suite 301  
Miami Lakes, FL 33016

CONTACT NAME: **Zoraida Gonzalez**  
PHONE (A/C, No, Ext): **(305) 822-7800** FAX (A/C, No): **(305) 362-2443**  
E-MAIL ADDRESS: **zgonzalez@caffilc.com**

**INSURED**

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

| INSURER(S) AFFORDING COVERAGE                                      | NAIC #       |
|--|--------------|
| INSURER A: <b>Hartford Ins Co of the SE</b>                        | <b>38261</b> |
| INSURER B: <b>Phoenix Insurance Co</b>                             | <b>25623</b> |
| INSURER C: <b>Travelers Casualty and Surety Company of America</b> |              |
| INSURER D: <b>Everest National Insurance Co</b>                    |              |
| 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  | ADDITIONAL INSURER   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   | <input checked="" type="checkbox"/>                              | 21SBMRQ7537   | 5/9/2012                | 5/9/2013                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |  | BA7B792441    | 5/9/2012                | 5/9/2013                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |  | 21SBMRQ7537   | 5/9/2012                | 5/9/2013                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$<br>Aggregate \$ 2,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | UB9976Y787    | 5/9/2012                | 5/9/2013                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS   OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| D        | Professional Liab.   |  | 79AE000395    | 5/9/2012                | 5/9/2013                | Each Claim 1,000,000  |
| D        | Claims-Made Basis  |  | 79AE000395    | 5/9/2012                | 5/9/2013                | Annual Aggregate 2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Professional Liability Retroactive Date 1/1/1994; Professional Liability Deductible \$10,000 Each Claim

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 Board of County Commissioners  
c/o Engineering & Public Works Operation  
2300 N. Jog Road  
West Palm Beach, FL 33411

**CANCELLATION**

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