

Agenda Item #: 3-C-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 12, 2013	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:					
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Fifth Amendment to a Bridgetending agreement R2001-1425 dated September 11, 2001, with Charles Corbin (Amendment) at the Point Chosen Swing Bridge to extend the term of the contract from April 1, 2013 through October 1, 2013, for a fixed amount of \$5,510.44 each month, not-to-exceed a total amount of \$33,062.64.

SUMMARY: Approval of this Amendment will extend the expiration date of the existing agreement to October 1, 2013, and will provide uninterrupted bridgetending service for the 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 is being put out to bid and should become effective by 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 has provided these services to the County for the past twelve years. 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 Amendment and finding it in proper order, staff recommends approval.

Attachments:

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

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Recommended by: Ornelis A. Fernandez 2/21/13 
Division Director Date

Approved By: S. J. Wells 2/22/13
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-
NET FISCAL IMPACT	\$33,063	-0-	-0-	-0-	-0-
# 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: Atwillhite

III. REVIEW COMMENTS

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


 OFMB
 2/25/13
 JPS


 Contract Dev. and Control
 3-1-13 B. B. B.

B. Approved as to Form and Legal Sufficiency:

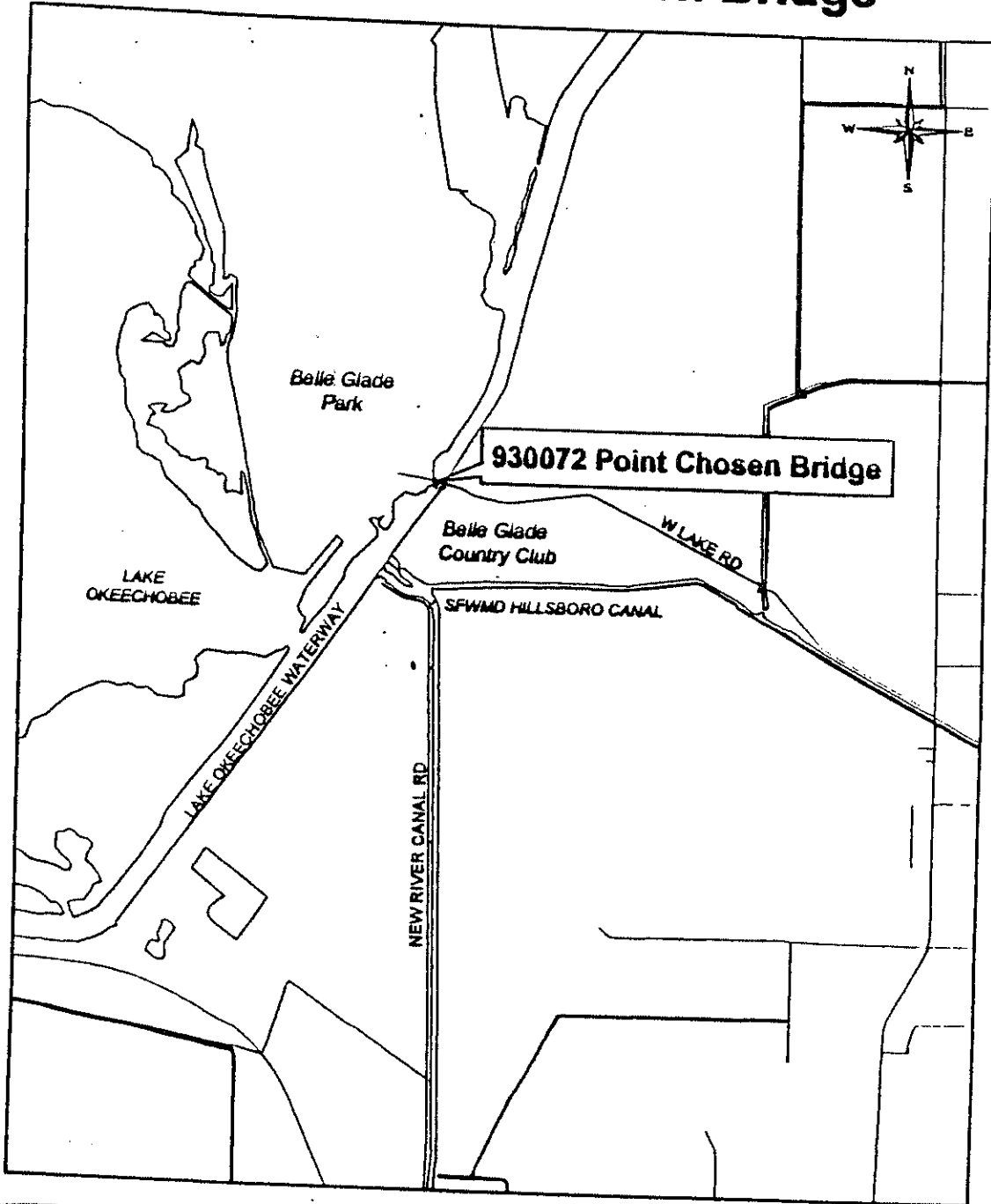

 Assistant County Attorney

C. Other Department Review:

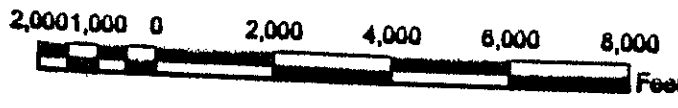
 Department Director

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

930072 Point Chosen Bridge



LOC0002 JTB C:\img\loc0002.jpg



Legend

- x ENG_bridge
- pbc_major_roads
- pbc_roadbase
- pbc_water

LOCATION SKETCH

ATTACHMENT 2

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

THIS FIFTH AMENDMENT, made and entered into this _____ day of _____, 2013 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, on October 30, 2012, the County and Charles Corbin entered into the Fourth Amendment (R2012-1607) to the Agreement to mutually agree to extend the Agreement retroactively from September 30, 2012 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, 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, by this amendment the County and Charles Corbin mutually agree to extend the Agreement from April 1, 2013 to October 1, 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. The expiration date of the Agreement shall be extended to October 1, 2013.
 - b. Paragraph 4 is amended to state as follows:

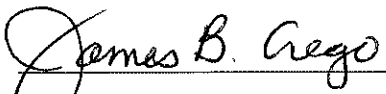
This Agreement is a fixed price contract in the total amount of \$33,062.64, with payment to be made by the County to Charles Corbin.
 - c. Paragraph 5 is amended to state as follows:

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 April 1, 2013, to be paid in the amount of \$5,510.44 on a monthly basis until October 1, 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, the Third Amendment to the Agreement dated October 16, 2007, and the Fourth Amendment to the Agreement dated October 30, 2012, 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:


JAMES B. CREGO


CHARLES CORBIN

ATTEST:
SHARON BOCK
CLERK & COMPTROLLER

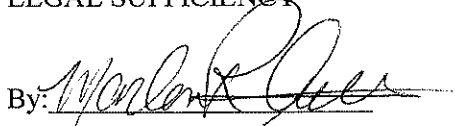
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

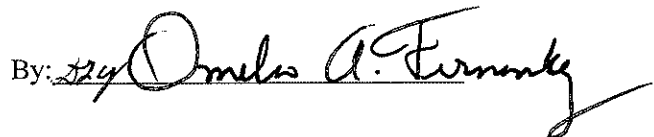
By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 



CERTIFICATE OF LIABILITY INSURANCE

SLIMS-1 OP ID: LH

DATE (MM/DD/YYYY)
12/18/2012

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 HARBOR INSURANCE - Br7 500 Northpoint Pkwy, Ste 200 West Palm Beach, FL 33407 Harbor Insurance		Phone: 561-623-6150 Fax: 561-712-9394	CONTACT NAME: Linda Holly PHONE (A/C No, Ext): 561-623-6141 E-MAIL ADDRESS: linda.holly@harboria.com	FAX (A/C No): 561-623-6141
INSURED Slim's Fish Camp Inc. Charles L. Corbin Po Box 407 Belle Glade, FL 33430		INSURER(S) AFFORDING COVERAGE INSURER A: Essex Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PRO-JECT <input type="checkbox"/> LOC	X	3DM5117	12/11/2012	12/11/2013	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS OTH-ER
	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	N/A			E.L. EACH ACCIDENT \$ 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 as respects general liability.
 Fax to: 561-233-3986

CERTIFICATE HOLDER PBCOUNT PB COUNTY BOARD OF COUNTY COMM COUNTY ROAD & BRIDGE DIVISION Attn: Flo 2555 VISPA PARKWAY 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 <i>Rebecca A. Palmer</i>

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