

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2015 [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 first amendment to the survey and mapping annual contract R2014-0229 with Dennis J. Leavy & Associates, Inc. (Consultant), whose original agreement was dated March 11, 2014.

SUMMARY: Approval of this first amendment contract will extend the required professional services for one year, on a task order basis. The first amendment contract with this Consultant will continue for the period from March 11, 2015 through March 10, 2016. This is the first renewal of two possible one year renewals contemplated in the original contract. The Consultant is a Palm Beach County company and is certified as a small business enterprise.

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 Consultant was selected to perform professional services relative to Palm Beach County (County) needs, and is presently under contract with the County, on an annual contractual basis. It is the consensus of the user departments that this Consultant has, within the provisions of their contract, provided the professional services requested by the County. Since the Consultant remains in good standing and wishes to continue to provide the professional services as indicated in their contract, the County agrees to renew their contract for one year.

This first amendment to the contract has been reviewed with the Consultant, and staff recommends the first renewal of the attached consultant annual contract. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

- 1. First Amendment Contract with Consultant includes Certificate of Insurance (2)

Recommended By: [Signature] Director Date: 1/6/15 [Signature]

Approved By: [Signature] County Engineer Date: 1/15/15

**FIRST AMENDMENT TO THE ANNUAL SURVEYING & MAPPING
CONTRACT NO. R2014-0229
DATED MARCH 11, 2014, BY AND BETWEEN
DENNIS J. LEAVY & ASSOCIATES, INC.,
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Surveying & Mapping Contract dated March 11, 2014, (R2014-0229), hereinafter "CONTRACT" by and between Dennis J. Leavy & Associates, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on March 11, 2014, the CONSULTANT and COUNTY entered into a twelve month Annual Surveying & Mapping Contract for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the contract may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from March 10, 2015 to March 10, 2016, with all original terms, conditions and unit prices adhered to.

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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated March 11, 2014, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from March 10, 2015 to March 10, 2016.
3. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
4. All other provisions of the Annual Surveying & Mapping Contract dated March 11, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2015.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Shelley Vana , Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *Dennis J. Leavy*
Engineering

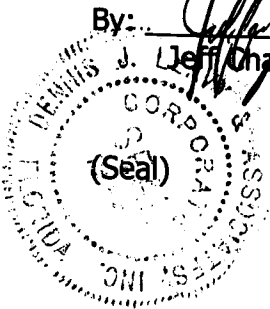
ATTEST:

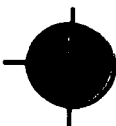
Dennis J. Leavy & Associates, Inc.
Consultant

By: *Jeff Chandler*
Jeff Chandler, Secretary

By: *Dennis J. Leavy*
(Signature)

Dennis J. Leavy, P.S.M., President
(Print Name and Title)





DENNIS J. LEAVY & ASSOCIATES, INC
Land Surveyors • Mappers

*Rates OK
W*

“FEE SCHEDULE FOR COUNTY ANNUAL”
Effective March 11, 2015 through March 10, 2016



PROFESSIONAL SURVEYING SERVICES:

- 1. Hourly Rates (Direct Labor) = 100%
- (Combined Overhead) = 158%
- (Operating Margin) = 12%
- Multiplier = 2.70

A) Field tasks:

- 1) Survey Crew * \$120.00 per hour

* Fully equipped except for reimbursable equipment.

B) Office tasks:

Raw/Burdened

- 1) Principle \$ 40.741/\$110.00 per hour
- 2) Staff P.S.M. \$ 35.185/\$ 95.00 per hour
- 3) Survey Technician \$ 24.074 65.00 per hour
- 4) CADD Technician * \$ 24.074/\$ 65.00 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

Attachment 1 – Page 4 of 7

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 Contract, 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 Contract.

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

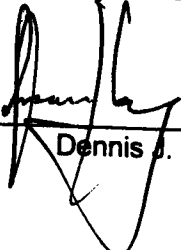
By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to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

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract 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, or genetic information.



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

CONFLICT OF INTEREST DISCLOSURE FORM

Attachment 1 – Page 5 of 7

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

President

(Name of Individual)

(Title/Position)

of Dennis J. Leavy & Associates, Inc.

(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)

11/4/14
(Date)

**EXHIBIT F
NON-DISCRIMINATION POLICY**

Attachment 1 – Page 6 of 7

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

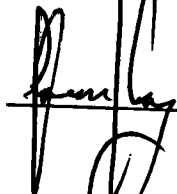
All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

Surveyor hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or

Surveyor does not have a written non-discrimination policy; however Surveyor affirms that its non-discrimination policy is in conformance with the above.

CONSULTANT:



Signature

Dennis J. Leavy

Name (type or print)

President

Title

I. INTRODUCTION

Attachment 1 – Page 7 of 7

EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of Dennis J. Leavy & Associates, Inc., to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in hiring, promotion, pay or benefits with regard to race, color, religion, sex, marital status, age, veteran status, disability status, or any other type of discrimination prohibited by any Federal, State or local law or ordinance. Additionally, Dennis J. Leavy & Associates, Inc. is committed to following Palm Beach County's non-discrimination policy as referenced in Resolution 2014-1421, as may be amended.

Should an employee require reasonable accommodation, for a disability in order to perform the essential functions of the job, it is their responsibility to request such accommodation from their immediate supervisor. Dennis J. Leavy & Associates, Inc. reserves the right to request medical documentation verifying the need for any accommodation, as well as documentation concerning medical limitations as they pertain to an individual's job responsibilities.

Dennis J. Leavy & Associates, Inc. strictly prohibits any form of discrimination or harassment in any part of the workplace or employment process. If you feel you have been harassed or witnessed discrimination, you should immediately report it to a Principle of this Company.



CERTIFICATE OF LIABILITY INSURANCE

DENNJLE-01 ECALDERIN

DATE (MM/DD/YYYY)
5/7/2014

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: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:	
INSURED Dennis J. Leavy & Associates 460 Business Park Way Suite B Royal Palm Beach, FL 33411		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Ins Co of the SE	NAIC # 38261
		INSURER B: Phoenix Insurance Co	25623
		INSURER C: Travelers Casualty and Surety Company of America	
		INSURER D: Wesco Insurance Company	
		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 WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	21SBMRQ7537	5/9/2014	5/9/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA7B792441	5/9/2014	5/9/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		21SBMRQ7537	5/9/2014	5/9/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB9976Y787	5/9/2014	5/9/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liabli		ARA111997600	5/9/2014	5/9/2015	Each Claim 1,000,000 Annual Aggregate 2,000,000
D	Professional Liabli		ARA111997600	5/9/2014	5/9/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability Retroactive Date 01/01/1994; 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
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