Agenda Item #: 3-C-5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:		[X] Consent	[] Regular [] Public Hearing	-
Department: Submitted By:	Engineering & Public Worl	-	[] rubic nearing	
Submitted For:				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of the Landscape Architectural Services Annual Agreements with the following firms: Gentile, Holloway, O'Mahoney & Associates, Inc., original Agreement dated May 1, 2007 (R2007-0617); Roy-Fisher Associates, Inc., original Agreement dated April 10, 2007 (R2007-0466).

Summary: These Agreements are being considered for a one year renewal for required professional services, on a task order basis.

Districts: Countywide (PK)

Background and Justification: In accordance with Board-adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act (CCNA), 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 (1) year.

These 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. Agreement with Exhibits and Certificate of Insurance (2)

Recommended By: 274 Omelis affirmance	2/21/09 2/21/2
Director	Date
Approved By: Sur J. Well	3/11/08
County Engineer	Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	20 <u>12</u>
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	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes _

No_

Budget Account No.:

Fund

Agency Organization Object

Amount

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

R.D.D.a C. Departmental Fiscal Review:___ 2/14/04

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments: Fiscal impact is indeterminable at this time, services to be perform on a task order basis.

abouch OFMB 3112/08

B. Legal Sufficiency:

<u> 3/19/08</u> Assistant County Attorney

C. Other Department Review:

Department Director

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

Q C 100 Contract Administrat 3/17/08

This item complies with current County policies.



GENTILE HOLLOWAY January 30, 2008 HONEY

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: LANDSCAPE ARCHITECTURAL SERVICES ANNUAL AGREEMENT (R2007-0617) DATED MAY 1, 2007

Dear Mr. Young:

This letter 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 May ∉, 2008 through April 30, 2009.

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 proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

Gentile, Holloway, O'Mahoney & Assoc., Inc.	Quile Salgade
01/30/2008	130.08
DATE	DATE
C O R P O R A T E S E A L Accepted by: Palm Beach County Board of Commissioners	Attest: Sharon R. Bock, Clerk and Comptroller
BY:	BY:
Addie L. Greene, Chairperson	Deputy Clerk
Approved As To Form & Legal Sufficiency:	Approved as to Terms and Conditions
County Attorney	Ly men at many
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EXHIBIT "B"

HOURLY RATES

For the purposes of annual work (effective from May 1, 2008 until May 31, 2009) the following hourly base salary costs shall apply to this Agreement multiplied by a factor of 3.00.

RATE CATAGEORY	HOURLY BASE SALARY	MULTIPLIER	HOURLY RATE

Gentile Holloway O'Mahoney - Landscape Architects

SR. LANDSCAPE ARCH	\$42.23	3.00	\$126.69
PROJECT LANDSCAPE ARCH.	\$38.76	3.00	\$116.30
CADD/DRAFTSMAN	\$24.86 /	3.00	\$74.58
IRRIGATION DESIGNER*	\$36.05 /	3.00	\$108.15
SR. PLANNER	\$49.20 /	3.00	\$147.60
PLANNER	\$33.47	3.00	\$100.41
	AZY		

*Chris Spain will also provide Irrigation Design services as a consultant with our staff.

Project: Landscape Architectural Annual Services

Project No.: On A Task Order Basis

CONSULTANT: Gentile Holloway O'Mahoney & Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **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** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **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**, 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** 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** 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, or sexual orientation.

1/30/2008

George G. Gentile, President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: <u>Landscape Architectural Services</u> Project No.: <u>On a Task Order Basis</u>

ENGINEER 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.)

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

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE	is submitted by	George G. Gentile	, as
		(Name of Individual)	
President	, of	Gentile, Holloway, O'Mahoney &	Assoc., Inc.
(Title/Position)		(Firm Name of ENGINEER)	

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

1/30/2008 (Signature) (Date)

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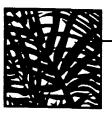
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						PERSONAL & ADV INJURY	\$1,000,000
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		ANY AUTO ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
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		DEDUCTIBLE					\$
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ROY-FISHER ASSOCIATES, INC.

Landscape Architecture and Land Planning

381 Tequesta Drive Tequesta, FL 33469

Tel(561)-747-3462 Fax (561)-747-0281 www.roy-fisher.com

January 29, 2008

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: LANDSCAPE ARCHITECTURAL SERVICES ANNUAL AGREEMENT (R2007-0466) DATED APRIL 10, 2007

Dear Mr. Young:

This letter 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 April 10, 2008 through April 9, 2009.

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 proposal by proper signature below and returning same as fully executed to this office.

Attest:

BY:

Sincerely,

Røy/Fisher Associates, Inc. M

Constance Roy-Fisher, President

CORPORATE SEAL

Kim Chamawaki

1/29/08

Attest: Sharon R. Bock, Clerk and Comptroller

BY:_

Accepted by:

Addie L. Greene, Chairperson

Approved As To Form & Legal Sufficiency:

Palm Beach County Board of Commissioners

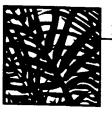
Deputy Clerk

Approved as to Terms and

al atrong

County Attorney

Conditions



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ROY-FISHER ASSOCIATES, INC.

Landscape Architecture and Land Planning

381 Tequesta Drive Tequesta, FL 33469

Tel(561)-747-3462 Fax (561)-747-0281 www.roy-fisher.com

EXHIBIT A

Fee Schedule Landscape Architectural Services On A Task Order Basis Palm Beach County Engineering

Staff Hour Rates

	Base Hourly Rate	Multiplier	Total Hourly Rates
Landscape Architect	47	2.65	\$125.00
Professional Staff	32	2.65	\$ 85.00
Technical Staff	24	2.65	\$ 64.00
Landscape Irrigation Designer	35	2.65	\$ 93.00
Graphic Artist / CAD Tech	24	2.65	\$ 64.00

Project: Landscape Architectural Annual Services

Project No.: On A Task Order Basis

CONSULTANT: Roy-Fisher Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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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** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **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**, 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** 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** 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, or sexual orientation.

Constance Roy-Fisher, President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: <u>Landscape Architectural Services</u> Project No.: <u>On a Task Order Basis</u>

ENGINEER 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.)

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

ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER.

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

THIS DISCLOSURE	is submitted by	Constance Roy-Fisher	, as
		(Name of Individual)	<u>-</u> -
President	, of	Roy-Fisher Associates, Inc.	
(Title/Position)		(Firm Name of ENGINEER)	

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

(Signature)

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FEB-7-2008, 11:17, FROM: ROY-FISHER ASSOC. 561-747-0281

, .

TD:6844166 P.2

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38	1 TEQUESTA DR.		INSURER C:			
TE	QUESTA FL 33469		INSURER D:			
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					PERSONAL & ADV INJURY GENERAL AGGREGATE	\$
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	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
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	EXCESS LIABILITY			 	AUTO ONLY: AGG	\$
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	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG KN2259	06/01/07	06/01/08	X WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT	\$100,000
					E.L. DISEASE - EA EMPLOYEE	\$100,000
-	OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000
DESC						
L,p	ose usual to the nual Agreement	CLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPE Insured's Operation	<i>cial provisions</i> s. RE: P	BC Landsc	ape Architect	cural
CER	TIFICATE HOLDER ADD	ITIONAL INSURED; INSURER LETTER:	CANCELLATI	ÓN		
c/d 23(lm Beach County	ring & Public Works	SHOULD ANY O EXPIRATION DA 30 DAYS WRIT HOLDER NAMED	F THE ABOVE DES TE THEREOF, THE TEN NOTICE (10 DA D TO THE LEFT, BU I LIABILITY OF ANY	CRIBED POLICIES BE CANO ISSUING INSURER WILL EN ISSUING INSURER WILL EN ISS FOR NON-PAYMENT) T FAILURE TO DO SO SHA KIND UPON THE INSURER	IDEAVOR TO MAIL
		234TT		/		
٨CO	RD 25-S (7/97)	the second secon			··	



This certifies that

CERTIFICATE OF INSURANCE

STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois

STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois

STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida

STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder

ROY-FISHER ASSOCIATES, INC

 \boxtimes

Address of policyholder

Location of operations **Description of operations**

381 TEQUESTA DRIVE TEQUESTA, FL 33469-3027

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date		f policy period)
98-K5-4372-4 A	Comprehensive	05/31/07	05/31/08		BODILY INJURY AND
	Business Liability				PROPERTY DAMAGE
This insurance includes:	Products - Completed Operations				
	Contractual Liability			Each Occurrence	\$1,000,000
	Personal Injury				Ψ1,000,000
	Advertising Injury			General Aggregate	6 2 200 200
	EXPLOSION HAZARD COVERAGE			Concial Ayyreyate	\$2,000,000
	COLLAPSE HAZARD COVERAGE			Producto Completed	* • • • • • •
				Products - Completed	\$2,000,000
		POLICY PERIOD		Operations Aggregate	
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE	
	Umbrella				
			•	Each Occurrence	\$
				Aggregate	\$\$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory	
		Effective Date	Expiration Date		-
			1 1 1	Part II - Employers Liability	
			F B 1	Each Accident	\$
			1 1 1	Disease - Each Employee \$	
) 1 1	Disease - Policy Limi	
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD			LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)	
0927724-A19-59C	06 ΤΟΥΟΤΑ	01/19/08	07/19/08	A-1MM/1MM/1MM D-500,G-500	
			1		
				L	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder ADDITIONAL INSURED: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS

PALM BEACH COUNTY C/O DEPARTMENT OF ENGINEERING AND PUBLIC WORK 2300 N JOG ROAD 3RD FLOOR WEST PALM BEACH, FL 33411

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

<u>sil</u> tur Buwman Signature of Authorized Representative

AGENT

	01/25/08
Title	Date
BILL BOWMAN	2010
Agent Name	
Telephone Number 561-746-5050	

01 /25 /00

Agent's Code Stamp Agent Code 2741