

Agenda Item #: 3-C-5

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 1, 2008

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 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: *[Signature]* Director 2/21/09 *[Signature]* Date

Approved By: *[Signature]* County Engineer 3/11/08 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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.

C. Departmental Fiscal Review: R. D. Ward 2/11/08

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.

AWH 3-17-08
OFMB
(WD) SW 3/13/08 CN 3/12/08

Jim J. J... 3/17/08
Contract Administration
2/27/08 3/17/08

This item complies with current County policies.

B. Legal Sufficiency:

Paul F. S 3/19/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



GENTILE
HOLLOWAY
O'MAHONEY

January 30, 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 (R2007-0617)
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 1, 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.



George G. Gentile, President

Attest:



01/30/2008

DATE

1-30-08

DATE

CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
Addie L. Greene, Chairperson

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

County Attorney

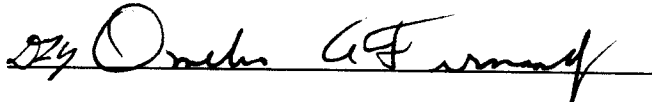
Approved as to Terms and Conditions


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
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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

824

*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: Landscape Architectural Services

Project No.: On a Task Order Basis

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.)

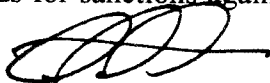
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence 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.



(Signature) 1/30/2008

(Date)

F:\ROADWAY\CCNA\Annuals\Landscape_Arch\GENTILE\2008\Disclosure Doc.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TA
GENTI-1

DATE (MM/DD/YYYY)
06/11/07

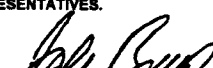
PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach FL 33422 Phone: 561-683-8383 Fax: 561-684-5995		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Gentile Holloway O'Mahoney and Associates, Inc. 1907 Commerce Lane Jupiter FL 33458-5516		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: AmCOMP Preferred Ins. Co.	10006
		INSURER B: Maryland Casualty	
		INSURER C: New Hampshire Insurance Co.	
		INSURER D:	
		INSURER E:	

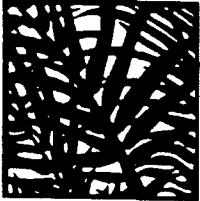
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	X	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	PAS38466828	06/21/07	06/21/08	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 Emp Ben. \$ 1,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS38466828 PAS38466828	06/21/07 06/21/07	06/21/08 06/21/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV7072313	06/09/07	06/09/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B		Property Section	PAS38466828	06/21/07	06/21/08	BPP \$577,100
C		Professional Liab	234663302	07/06/07	07/06/08	Arch/Eng \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are included as "additional insured" as respects Commercial General & Automobile Liability. Professional Liability on Claims Made Basis Retro Date of 7/6/98. Waiver of Subrogation in favor of the above mentioned additional insured.

CERTIFICATE HOLDER PBCOUN7 Palm Beach County c/o Department of Engineering & Public Works 2300 N. Jog Road, 3rd Floor West Palm Beach FL 33411-2745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 
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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:

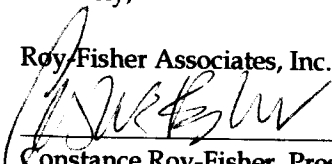
This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of April 10, 2008 through April 9, 2009.

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.

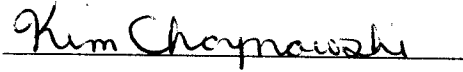
Sincerely,

Roy Fisher Associates, Inc.



Constance Roy-Fisher, President

Attest:



1/29/08
DATE

1/29/08
DATE

CORPORATE
SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

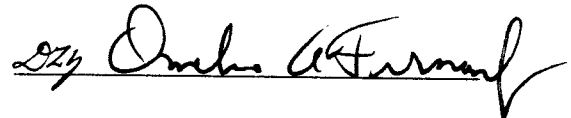
BY: _____
Addie L. Greene, Chairperson

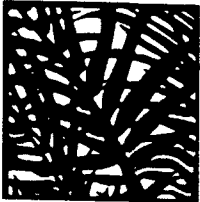
BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:
Conditions

Approved as to Terms and

County Attorney





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.

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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