

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 5, 2011

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: A Renewal Agreement with Gentile, Holloway, O'Mahoney & Associates, Inc., (GHO), for Landscape Architectural Services Annual Agreement, whose original Agreement was dated April 20, 2010, R2010-0551.

SUMMARY: Approval of this Renewal Agreement will extend the required professional services for one year, on a task order basis. The Renewal Agreement with GHO will continue for the period of April 20, 2011 through April 19, 2012. GHO is a Palm Beach County company.

Countywide (PK)

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 firm was selected to perform professional services relative to Palm Beach County (County) needs, and is presently under agreement with the County on an annual contractual basis. This is the first renewal of this firm's Agreement. It is the consensus of the user Departments that this consulting firm has, within the provisions of their Agreement, provided the professional services requested by the County. Since GHO remains in good standing and wishes to continue to provide the professional services as indicated in their Agreement, the County wishes to renew their Agreement for one year.

This Renewal Agreement has been reviewed with the above listed consulting firm, and staff recommends the first renewal of the attached consultant Annual Agreement. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

- 1. Renewal Agreement with Exhibits and Certificate of Insurance (2)

Recommended By: *[Signature]* Director 2/16/11 Date

Approved By: *[Signature]* County Engineer 3/1/11 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
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	<u>* -0-</u>	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No ____
Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
Program

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

*Fiscal impact is indeterminate. This contractor is authorized to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review: Abwillhite

III. REVIEW COMMENTS

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

[Signature]
OFMB 3/3/11
3/2/11
3/2/11
3/2/11
3/2/11

[Signature] 3/4/11
Contract Dev. and Control
3/4/11

B. Approved as to Form and Legal Sufficiency:

This item complies with current County policies.

Paul F. [Signature] 3/2/11
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
ASSOCIATES, INC.
Landscape Architects
Planners and Environmental
Consultants • LC-0000177

George G. Gentile, FASLA
M. Troy Holloway, ASLA
Emily O'Mahoney, ASLA

February 1, 2011

Palm Beach County Board of Commissioners
C/O: Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411-2745
Attn: David Young, P.E., Special Projects Manager

RE: RENEWAL AGREEMENT FOR LANDSCAPE ARCHITECTURAL ANNUAL AGREEMENT
DATED APRIL 20, 2010 (R2010-0551)

Dear Sir:

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 April 20, 2011 through April 19, 2012.

We are in agreement that all provisions in the original Agreement, as amended, 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,

Gentile Holloway O'Mahoney & Assoc., Inc.

George G. Gentile, L.A., President

Attest:

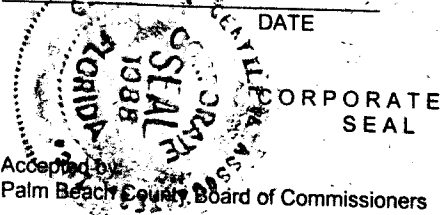
Kelli So Thomassen

3 FEB 2011

DATE

3 Feb 2011

DATE



Accepted by:
Palm Beach County Board of Commissioners

Attest:

Sharon R. Bock, Clerk and Comptroller

BY: Karen T. Marcus, Chair

BY: Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions:

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*Rates OK,
JZy*

EXHIBIT "B"

HOURLY RATES

For the purposes of annual work (effective from May 1, 2011 until April 30, 2012), the following hourly base salary costs shall apply to this Agreement multiplied by a factor of 2.97

RATE CATAEGORY	HOURLY BASE SALARY	MULTIPLIER	HOURLY RATE
<u>GENTILE HOLLOWAY O'MAHONEY-Landscape Architects</u>			
SR. LANDSCAPE ARCHITECT	\$43.50	2.97	\$129.20
PROJECT LANDSCAPE ARCH	\$39.15	2.97	\$116.28
CADD/DRAFTSMAN	\$25.11	2.97	\$74.58
IRRIGATION DESIGNER	\$36.05	2.97	\$107.07
SR. PLANNER	\$49.20	2.97	\$146.12
PLANNER	\$33.47	2.97	\$99.41

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

CERTIFICATION STATEMENT

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, sexual orientation, gender identity and expression.



George G. Gentile, L. A., 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, L.A., 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) 8 FEB 2011
(Date)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KV
GENTI-1

DATE (MM/DD/YYYY)
08/04/10

PRODUCER
SLATON INSURANCE
P.O. Box 220537
31st 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:	Employers Preferred Insurance	10346
INSURER B:	Assurance Co of America	19305
INSURER C:	Colony 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 <input checked="" type="checkbox"/> Hired & Non Owned GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS38466828	06/21/10	06/21/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> 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 OTHER	WCV7072313	06/09/10	06/09/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Property	PAS38466828	06/21/10	06/21/11	Bldg 966,000
C	Professional Liab.	IAE10669	07/06/10	07/06/11	Arch/Engl 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.
 AUTHORIZED REPRESENTATIVE
