

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 17, 2012

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 Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants, (GGHO), formerly Gentile, Holloway, O'Mahoney & Associates, Inc., 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 GGHO will continue for the period of April 20, 2012 through April 19, 2013. This is the second and final renewal of this firm's Agreement. GGHO is a Palm Beach County company, but not a certified 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 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. 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 GGHO 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 second and final 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 GGHO includes Certificate of Insurance (2)

Recommended By: Ornela A. Fernandez 4/4/12  
Director Date

Approved By: George T. Webb, P.E. (CS) 4/12/2012  
County Engineer Date





Landscape Architects • Planners • Environmental Consultants

**GENTILE GLAS HOLLOWAY O'MAHONEY & Associates, Inc.**

George G. Gentile FASCA  
M. Troy Holloway ASLA  
Emily M. O'Mahoney ASLA  
Dodi Buckmaster Glas MCP

March 21, 2012

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, 2012 through April 19, 2013.


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.

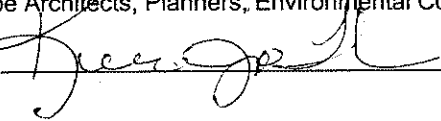
Please note that on January 20, 2012, we formally changed our name from Gentile, Holloway, O'Mahoney & Assoc., Inc. to Gentile Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants.

Please indicate your acceptance of this Renewal Agreement by proper signature below and returning same as fully executed to this office.

Sincerely,

Gentile Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants

  
\_\_\_\_\_  
George G. Gentile, L. A., President

Attest:   
\_\_\_\_\_

21 MARCH 2012  
\_\_\_\_\_  
DATE

3/21/2012  
\_\_\_\_\_  
DATE

CORPORATE  
SEAL

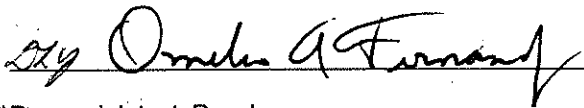
Accepted by:  
Palm Beach County Board of Commissioners

Attest:  
Sharon R. Bock, Clerk and Comptroller

BY: \_\_\_\_\_  
Shelley Vana, Chair

BY: \_\_\_\_\_  
Deputy Clerk

Approved As To Form & Legal Sufficiency:  
\_\_\_\_\_

Approved as to Terms and Conditions:  
  
\_\_\_\_\_

*Rates OK.  
2/24*

## EXHIBIT "B"

HOURLY RATES

For the purposes of annual work (effective from April 20, 2012 until April 19, 2013), 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
<b><u>GENTILE HOLLOWAY O'MAHONEY-Landscape Architects</u></b>			
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 STATEMENTS**

**Project:** Landscape Architectural Annual Services

**Project No.:** On A Task Order Basis

**Consultant/Annual Consultant:** Gentile, Holloway, O'Mahoney & Associates, Inc.

**TRUTH-IN-NEGOTIATION STATEMENT**

By entering into this Agreement, 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 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/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 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/ANNUAL 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/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.



George G. Gentile, L. A., President

1 | 17 | 2012

**CONFLICT OF INTEREST DISCLOSURE FORM** Attachment 1 - Page 4 of 4

**Project:** Landscape Architectural Annual Services  
**Project No.:** On A 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:

\_\_\_\_\_  
\_\_\_\_\_

(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.

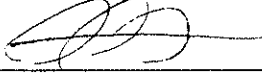
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S 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 George G. Gentile, L. A., as  
(Name of Individual)

President, of Gentile, Holloway, O'Mahoney & Assoc., Inc.  
(Title/Position) (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) 1/17/2012  
\_\_\_\_\_  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KS

DATE (MM/DD/YYYY)

01/25/12

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 <b>SLATON INSURANCE</b> P.O. Box 220537 West Palm Beach, FL 33422	561-683-8383  561-684-5995	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>GENTI-1</b>	FAX (A/C, No):
INSURED <b>Gentile Holloway O'Mahoney and Associates, Inc.</b> 1907 Commerce Lane Jupiter, FL 33458-5516	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Employers Preferred Insurance</b>		<b>10346</b>
	INSURER B: <b>Assurance Co of America</b>		<b>19305</b>
	INSURER C: <b>Colony Insurance Co.</b>		
	INSURER D: <b>Ironshore Insurance LTD</b>		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PAS38466828	06/21/11	06/21/12	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	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	06/21/11	06/21/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DEDUCTIBLE						AGGREGATE \$
	RETENTION \$						\$
A	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	WCV7072313	06/09/11	06/09/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
							Each Act 1,000,000
D	Prof Liability			000562201	07/06/11	07/06/12	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Please see attached

**CERTIFICATE HOLDER****CANCELLATION**

PBCOUN7

Palm Beach County  
c/o Department of Engineering  
& Public Works  
2300 N. Jog Road, 3rd Floor  
West Palm Beach, FL 33411-2745

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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**NOTEPAD:**

HOLDER CODE **PBCOUN7**  
INSURED'S NAME **Gentile Holloway O'Mahoney**

**GENTI-1**  
**OP ID: KS**

**PAGE 2**  
**DATE 01/25/12**

**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 for all projects in Palm Beach County. Professional Liability on Claims Made Basis Retro Date of 7/6/98. Waiver of Subrogation in favor of the above mentioned additional insured.**