Agenda Item

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 24, 2009

[X] Consent

[] Regular

[] Public Hearing

[] Ordinance

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the annual Contract (R2007-0393) with Saltz Michelson Architects, Inc., for architectural services on a continuing contract basis.

Summary: Saltz Michelson Architects, Inc. was selected to provide architectural services for capital improvement projects generally with a construction value less than \$3,000,000. The Board approved an annual contract on March 23, 2007. The original contract provided for an initial two (2) year term with two (2) – one (1) year renewal options. Amendment No. 1 will provide for services during the first renewal period. Saltz Michelson Architects, Inc. has an SBE/M/WBE participation goal of 23%. During the first year of the Contract, Saltz Michelson Architects, Inc. has achieved 27% participation. (Capital Improvements Division) Countywide (JM)

Background and Justification: In accordance with Board adopted procedures pursuant to Florida Statute 287.055 (Consultants Competitive Negotiation Act, CCNA), Saltz Michelson Architects, Inc., was one of three firms selected to perform professional design services on a continuing contract basis. Work is authorized through individual task agreements when required during the term of this contract. The contract term is for one (1) year and the original Board action allowed for two (2) additional one (1) year renewals. This Amendment would provide services during the first renewal period and would be the third year of the contract. It is the consensus of Facilities Development & Operations that Saltz Michelson Architects, Inc. has successfully provided the professional services required by the County in a timely manner. They are in good standing and wish to continue to provide professional services. This Amendment will maintain the continuous professional services required by Palm Beach County. During the first two years of the Contract, Saltz Michelson Architects, Inc. Mas awarded \$461,556 in Consultant Service Authorizations.

Attachments:

1. Amendment No. 1

2. Disclosure of Ownership Interests

Recommended by:	a Ahmy WILF	1/31/09
	Department Director	Date
Approved by:	Mgnh	2/11/09
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures		0	0	0	
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	×				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
		· · ·			
Is Item Included in Currer	at Dudaat?				

is item included in (Surrent Budget?	Yes No			
Budget Account No:	Fund	Dept	Unit	Object	
	Reporting Catego	ory			

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

Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

III. <u>REVIEW COMMENTS</u>:

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

B. Legal Sufficiency:

Assistant

19 nes 2/9/09

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

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

AMENDMENT TO CONTRACT FOR

Annual Architectural Services

This Amendment No. 1 dated ________to the Contract (R-2007-0393) dated March 13, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and Saltz Michelson Architects, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONSULTANT provided certain professional services to the COUNTY for various projects in accordance with Consultants Competitive Negotiations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract as set forth in Section 4, Article 4.1 is renewed for one (1) additional year to March 13, 2010.

2. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

ATT. # 1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach

County, Florida has made and executed this Amendment on behalf of the COUNTY and

CONSULTANT has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

By:_____ John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By

CONSULTANT:

Signature

ALLES

Name (type or print)

MINUPAC

(Corporate Seal)

Ву: _

County Attorney

WITNESS:

lanature

eesman Name (type or print)

DISCLOSURE OF OWNERSHIP INTERESTS

PALM BEACH COUNTY CHIEF OFFICER, TO: OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared <u>CHALLES MICHELS</u>, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or [] an individual or [] the <u>Security</u> of <u>Shate Muttelson</u> <u>Alethical</u> [position-e.g., sole proprietor, president, partner, etc.] [name & type of entity-e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with

Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1900 AUST/AUAN AVE South Super 102 West PALM SEALLY FL. 33409

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

COMMISSION # DD 789348 Notary Public

EXPIRES: July 18, 2012

FURTHER AFFIANT SAYETH NAUGHT.

				All		-
	· .	•		CHAPLES Print Affiant Name,	MICHLION,	, Affiant
or []	who has pro	oduceḋ 🛀	acknowled	ged before me ,[1]	this <u>22</u> day who is persor	of December , nally known to me as identification
and wh	o did take ar	r oath.		Munu	& Albone	

Print Notary Name) Bonded Thru Budget Notary Services State of Florida at Large My Commission Expires: July 18, 2012

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
MARK L. GALTZ	1300 AUSMALIAN AVE S
MARK L. GALTZ CrtARLES A. MICHELSON	1300 AUSMALIAN AVE S WESTPACE BEACO FE 3340
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