Agenda Item No.: 3H-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 23, 2010

[X] Consent[] Ordinance

[] Regular

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the Contract (R2007-0394) with MPA Architects, Inc., for architectural services.

Summary: MPA Architects, Inc. was selected to provide architectural services for capital improvement projects generally with a construction value less than \$3,000,000. The original contract provided for an initial two (2) year term with two (2) – one (1) year renewal options. Amendment No. 2 will provide for services during the second renewal period. This Amendment also adds the requirements of the Inspector General Ordinance and the associated fee to the contract. MPA Architects, Inc. has a Small Business Enterprise (SBE)/ Minority Women Business Enterprise (M/WBE) participation goal of 80%. During the three years of the Contract, MPA Architects, Inc. has achieved 72.7% 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), MPA Architects, Inc., was one of three firms selected to perform architectural design services. Work is authorized through individual task agreements when required during the term of this contract. The contract term is for two (2) years and the original Board action allowed for two (2) additional one (1) year renewals. This Amendment would provide services during the second renewal period and would be the fourth year of the contract. It is the consensus of Facilities Development & Operations that MPA 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 three years of the Contract, MPA Architects, Inc. was awarded \$695,956 in Consultant Service Authorizations.

Attachments:

1. Amendment No. 2

Recommended by:	- Anny Work	2/18/10	
Ũ	Department Director	Date [*]	
Approved by:	UBake	2/18/10	
	ffCounty Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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)	<u> </u>				
NET FISCAL IMPACT	X				
# ADDITIONAL FTE					
POSITIONS (Cumulative)		· <u>•····</u> ····		·	<u></u>
Is Item Included in Curren	nt Budget?	Yes No_			
Budget Account No:	Fund	Dept	Unit	Object	
Repo	rting Categ	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:

Legal Sufficiency:

510510 2/10/

This amendment complies with our review requirements.

C. Other Department Review:

Assistant

Department Director

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

AMENDMENT TO CONTRACT FOR Annual Architectural Services

This Amendment No. 2 dated _______to the Contract (R-2007-0394) 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 MPA 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, 2011.

2. The following paragraph is added to Section 5 of the Contract:

5.3.1 Without changing the contract price, a fee of 0.25% will be deducted by the Owner from each Pay Application to defray costs of the Inspector General's office in accordance with Ordinance 2009-049. Refer to Paragraph 7.24 for more information.

The following paragraphs are added to Section 7 of the Contract:

7.13

3.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

7.24 Inspector General Reviews

Palm Beach County has established the Office of the Inspector General Ordinance 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving full and unrestricted access to records relating to this contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

4.

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

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.

By:

ATTEST: SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Deputy Clerk

Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY APPROVED AS TO TERMS AND CONDITIONS

WOUF FD&O By:)irector

CONSULTANT:

E and LOGAN

Name (type or print)

5 IDEN

Title

(Corporate Seal)

CORPORATE SEAL FLORIDA 1989 MPA ARCHITECTS, INC. CORPORATE AUTHORIZATION NO. C000630

By: ___

County Attorney

WITNESS:

DANIEL T. CANAVAN Name (type or print)