Agenda Item No.: <u>34-</u>4

## 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	
<u>I. E.</u>	XECUTIVE BRIEF	
Motion and Title: Staff recommends (R2007-0392) with Colome & Associate		
Summary: Colome & Associates, Inc. improvement projects generally with a contract provided for an initial two (2) Amendment No. 2 will provide for ser also adds the requirements of the Inspecton Colome & Associates, Inc. h Business Enterprise (M/WBE) participate Colome & Associates, Inc. has achieved Countywide (JM)	construction value less to year term with two (2) vices during the second to pector General Ordinance as a Small Business Entition goal of 70%. During	than \$3,000,000. The original — one (1) year renewal options. renewal period. This Amendment be and the associated fee to the terprise (SBE)/ Minority Women ag the three years of the contract,
Background and Justification: In accordance Statute 287.055 (Consultants Competitive was one of three firms selected to per through individual task agreements wheterm is for two (2) years and the original renewals. This Amendment would provide the fourth year of the contract. It is to Colome & Associates, Inc. has success County in a timely manner. They approfessional services. This Amendment required by Palm Beach County. During Inc. was awarded \$1,108,916 in Consultations.	representation Act, CCI of the required during the term of the services during the services fully provided the professer in good standing are ent will maintain the cong the three years of the	NA), Colome & Associates, Inc., in services. Work is authorized in of this contract. The contract or two (2) additional one (1) year second renewal period and would be Development & Operations that essional services required by the ind wish to continue to provide continuous professional services Contract, Colome & Associates,
Attachments: 1. Amendment No. 2		
Recommended by Departme	Ball	2/18/10 Date 2/18/10
County Ac	dministrator	Date

### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of I	Fiscal Impact:				
Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures		0	0		
Operating Costs External Revenues		0	0	$\frac{0}{0}$	$\frac{0}{0}$
Program Income (County)		0		0	0
In-Kind Match (County)	*				<del></del>
NET FISCAL IMPACT # ADDITIONAL FTE		Page		·	
POSITIONS (Cumulative)	******		Annual Control of the		
Is Item Included in Curre	nt Budget? Yes	No_			
<b>Budget Account No:</b>	Fund	Dept	Unit	Object	
Kepo	orting Category				
B. Recommended Sour	res of Funds/Su	ımmarv of F	iscal Impact		
		•	-		
Fiscal impact cannot approval will be brou	be determined at	this time. I	ndividual Task	Assignments req	uiring BCC
funding will come from	m previously appro	oved BCC pro	jects.	isseu at mat mine	e, omerwise,
	III. <u>REV</u>	VIEW COM	MENTS:		
A. OFMB Fiscal and/or Contract Development and Control Comments:					
			٨	/	
In Q		•	1.1	L. o. A	-
OFMB			Contract Adm	inistrator	<del>+</del> ) [0][
Carron Samuel	26		Contract Adia	E Jone 2/10/	10
D I agal Swift along and			mi. i andma	nt complies with	
B. Legal Sufficiency:	<b>^</b>		Our review requ	lirements.	
de Ministra	1 -10/2				
Assistant County A	A 2/18/10				
Assistant County &	пот пеу				
C. Other Department 1	Review:				
Department Directo	r				

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-2007-0392) 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 Colome & Associates, 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.

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

#### 7.13

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 (1/4) of one (1) percent of the contract price.

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.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Burt Aaronson, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Janes (Ma) County Attorney	By: Ann Worf Director FD&O
WITNESS:	CONSULTANT:
Signature	Mw M. Signature
Name (type or print)	ElizaBoth A. G. Colome' Name (type or print)
	President Title

(Corporate Seal)