

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	December 4, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 3 to three (3) annual contracts extending the term for one (1) year for architectural services on a continuing contract basis for the period of December 16, 2018 through December 15, 2019.

- A) Colome' & Associates, Inc. (R2014-1916), SBE/Local, 95.92% SBE participation to date;
- B) Harvard Jolly, Inc. (R2014-1917), Non-SBE/Local, 69.88% SBE participation to date; and
- C) Architecture Green, LLC (R2014-1918), SBE/Local, 100% SBE participation to date.

Summary: Amendment No. 3 extends the term of the contract for architectural services for one (1) year through December 15, 2019. The Board approved the annual contract on December 16, 2014, and the original contract provided for an initial term of two (2) years with three (3) renewal options each for a period of one (1) year. During the first four years of the contract, Colome' & Associates, Inc. was awarded \$2,427,737, Harvard Jolly, Inc. was awarded \$138,070 and Architecture Green, LLC. was awarded \$662,812 in Consultant Services Authorizations. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. The contract with Colome' & Associates, Inc. committed to an SBE participation goal of 99%, the contract with Harvard Jolly, Inc. committed to an SBE participation goal of 38% and the contract with Architecture Green, LLC. committed to an SBE participation goal of 100%. **(Capital Improvements) Countywide (LDC)**

Background and Justification: In accordance with Board adopted procedures, pursuant to Florida Statute 287.055 (Consultants Competitive Negotiation Act), three firms were selected to perform professional consulting services on a continuing contract basis. Work is authorized through individual Consultant Services Authorizations when required during the term of these contracts with work being assigned to the firm which has the most experience in the authorized project scope and type. Several factors contributed to the imbalance of work distribution including the varying size of each project awarded, the project requiring special knowledge of existing conditions and/or departmental operational requirements and the diminished availability of a consultant to complete new work due to obligations on other ongoing Palm Beach County projects. The initial contract terms are for two (2) years and allowed for three (3) renewals each for a period of one (1) year. Amendment No. 3 will provide services during the third renewal of the contract. It is the consensus of Facilities Development & Operations that these firms have 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. Amendment No. 3 will maintain the continuous professional services required by the County.

Attachments:

1. Colome' & Associates, Inc. Amendment No. 3
2. Harvard Jolly, Inc. Amendment No. 3
3. Architecture Green, LLC. Amendment No. 3

Recommended By:		10/30/18
	Department Director	Date

Approved By:		11/21/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* =====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No
Does this items include use of federal funds? Yes No x

Budget Account No: Fund Dept Unit Object Program

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

* Fiscal impact cannot be determined at this time. Individual Consultant Services Authorizations 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.

C. Departmental Fiscal Review: Don Jones 10/30/18

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lucy Pon 11/2/18 11/6/18
OFMB
11/15/18 TW
Contract Development and Control

B. Legal Sufficiency: 11/15/18
Assistant County Attorney

C. Other Department Review:

Department Director

**AMENDMENT NO. 3 TO CONTINUING CONTRACT FOR
ARCHITECTURAL SERVICES**

This is Amendment No. 3 dated _____ to the Contract (R2014-1916) dated December 16, 2014, as previously amended by Amendment No. 1 (R2016-1769) dated December 6, 2016 and Amendment No 2 (R2017-1791) dated December 5, 2017, (collectively the “Contract”) 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., authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

WHEREAS, the parties have entered into the 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 is renewed for one (1) additional year to December 15, 2019.
2. ***Section 8.27 of the Contract is replaced in its entirety with the following:***

8.27 **SCRUTINIZED COMPANIES.**

8.27.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

8.27.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

8.27.3 If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

- 3. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.
- 4. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

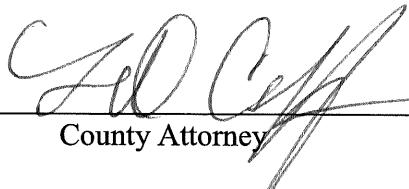
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

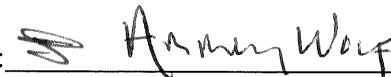
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

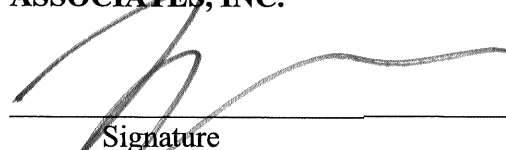
By:  _____
County Attorney


By:  _____
Audrey Wolf, Director
Facilities Development & Operations


WITNESS:


CONSULTANT: COLOME' &
ASSOCIATES, INC.

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title

(Corporate Seal)

**AMENDMENT NO. 3 TO CONTINUING CONTRACT FOR
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WHEREAS, the parties have entered into the 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:

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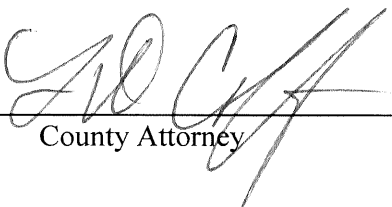
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

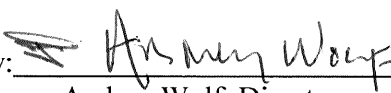
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

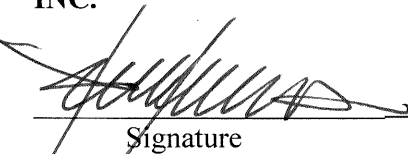
By:  _____
County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

CONSULTANT: HARVARD JOLLY,
INC.

 _____
Signature

 _____
Signature

SUSAN MALUSKY

Name (type or print)

PETER FERRELIA

Name (type or print)

SR. VP. PRINCIPAL

Title

(Corporate Seal)

**AMENDMENT NO. 3 TO CONTINUING CONTRACT FOR
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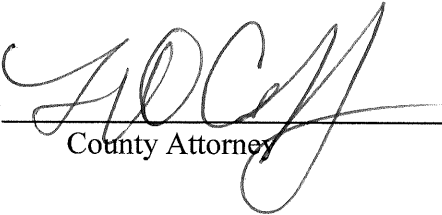
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

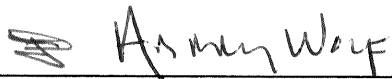
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

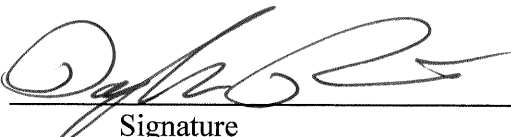
APPROVED AS TO TERMS
AND CONDITIONS

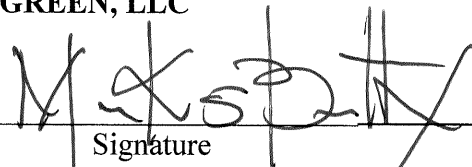
By:  _____
County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

CONSULTANT: ARCHITECTURE
GREEN, LLC

 _____
Signature

 _____
Signature

DOUGLAS PERRIN
Name (type or print)

MARK S. BEATTY
Name (type or print)

 _____
Title

(Corporate Seal)