Agenda Item #: 3H-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 15, 2020	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
Department: Facilities Development &	& Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1, which extends the term of the continuing contract with Kurisu LLC (R2017-1318) to provide landscape design and maintenance services for the Morikami Museum and Japanese Gardens (Gardens) through September 30, 2022.

Summary: Amendment No. 1 extends the term of the contract to provide continuous services necessary to properly design and manage the Gardens, and to provide authentic Japanese style trimming, pruning, and training of shrubs and trees at the Gardens. The Board approved the continuing contract on September 12, 2017, with an effective date of October 1, 2017. The original contract provided for an initial three (3) year term with two (2) renewal options each for a period of one (1) year. The contract is set to expire on September 30, 2020. Amendment No. 1 will renew the continuing contract through to September 30, 2022. The firm was selected under the county's prior Small Business Enterprise (SBE) program where a 15% SBE goal was applied, and the consultant committed to 100% SBE participation. To date, the consultant has achieved 100% SBE participation. The Office of Equal Business Opportunity has reviewed and approved this renewal request under the existing contract terms. (Capital Improvements Division) District 5 (LDC)

Background & Justification: This continuing contract provides for landscape design and maintenance services for the Gardens. The contract is set to expire on September 30, 2020. On June 13, 2018, selection was performed under Board adopted procedures pursuant to the Consultant Competitive Negotiations Act (CCNA) and Florida Statute 287.055. When work is required under the continuing contract, work is authorized through individual task assignments. The firm has been awarded \$1,133,511 in task authorizations. It is the consensus of the Facilities Development and Operations Department that the consultant has successfully provided the professional services required by the County in a timely manner. The firm is in good standing and desires to continue to provide professional services. Amendment No. 1 will maintain continuous professional services required by the County.

Attachments:

- 1. Amendment No. 1
- 2. CSA History Kurisu Morikami Museum

Recommended B	y: Department Director	8-13-20
	Department Director	Date
Approved By:	Maler	9/2/2020
	County Administrator	Date/

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary	of Fiscal Impa	ct:			
F	iscal Years	2020	2021	2022	2023	2024
(Capital Expenditures		-			
(Operating Costs					
F	External Revenues					
F	Program Income (Coun	ty)				Annual value and make the same Property of the
I	n-Kind Match (County					
N	NET FISCAL IMPACT	*				
	ADDITIONAL FTE POSITIONS (Cumulative)	ve)				
	Is Item Included in C Does this item include federal funds?				No Nox	
	Budget Account No:	Fund	Dept	Unit O	bject	
В.	Recommended Sources of *Fiscal Impact cannot be the Board and fiscal impact approved BCC projects.	determined at	this time. Individ	ual CSAs requiri		
C.	Departmental Fiscal	Review:	Herry 1	and the second		
			III. <u>REVIEW C</u>	<u>OMMENTS</u>		
Α.	OFMB Fiscal and/or	· Contract Dev	elopment Commo	ents: A		
	D 0	10/3030	ZM's	An o) Javobe	1 10/10
В.	Legal Sufficiency: Assistant County Add	orpey	,	0-6	JO TA	
C.	Other Department F	Review:				
	Department Director					

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

AMENDMENT NO. 1 TO CONTINUING CONTRACT FOR LANDSCAPE DESIGN AND MAINTENANCE SERVICES

This is Amendment No. 1 dated ________to the Contract (R-2017-1318) dated September 26, 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 Kurisu, LLC, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH

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 two (2) 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 two (2) additional years through September 30, 2022.
- 2. Section 7.13.2 of the Contract is replaced in its entirety with the following:

7.13.2 <u>ACCESS AND AUDITS.</u>

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

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3. Section 7.26 of the Contract is replaced in its entirety with the following:

7.26 <u>SCRUTINIZED COMPANIES.</u>

7.26.1 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. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

7.26.2 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.

7.26.3 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.

4. Section 4 of the Contract is replaced in its entirety with the following:

SECTION 4 - TERM

The Contract term shall commence after approval and execution of this Contract by both parties but no earlier than October 1, 2017, and continue for a term of three (3) years with one (1) two-year option for renewal upon the agreement of the parties.

- 5. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.
- 6. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.
- 7. CONSULTANT was selected under the County's Small Business Enterprise (SBE) Ordinance which continues to apply to this Contract. CONSULTANT has achieved 100% SBE participation to date on this Contract.

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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.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Dave Kerner, Mayor
APPROVED AS TO TERMS AND CONDITIONS
By: Dyne Dyne Dyne Dyne Audrey Wolf, Director Facilities Development & Operations
CONSULTANT: Kurisu, LLC
Signature
Name (type or print)
President Title
(Corporate Seal)

 $Form\ Revised\ 03/24/20\ Renewal\ Amendment\ Non-federal\ Continuing\ Design\ -\ Morikami$

CSA History

Project Name:Morikami MuseumProject Manager:Andrew GambleProject Number:17211Contract Amount:\$673,776.00

Consultant: Kurisu, LLC

Contract Date: 26-Sep-17 SBE Goal: 15.0% Term: 10/1/17-09/30/20

Renewals	: n Number:	2 - 1 yr renewals R2017-1318	Total	1,133,511.00	1,133,511.00	100.00%	1	
CSA#	CSA Amount	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
Orig.	673,776.00	673,776.00			ORIGINAL CONTRACT	26-Sep-17	BCC	100.00°
1	61,000.00	61,000.00	John Chesher	24-Apr-2018	Tree Trimming	30-May-18	CRC	100.009
2	78,150.00	78,150.00	John Chesher	24-Apr-2018	Furnish & install screenings on garden paths and Bonsaid exhibition	30-May-18	CRC	100.00
3	54,665.00	54,665.00	John Chesher	24-Apr-2018	Furnish & install new edging on the garden pathways	30-May-18	CRC	100.00
4	79,300.00	79,300.00	John Chesher	24-Apr-2018	Waterfall Renovation	30-May-18	CRC	100.00
5	43,950.00	43,950.00	Andy Gamble	3-May-2019	installation of artwork	7-Jun-19	AW	100.00
6	61,870.00	61,870.00	Andy Gamble	19-Mar-2020	Woodwork Repair & Renovatino			100.00
7	80,800.00	80,800.00	Andy Gamble	8-Jun-2020	Repair dmaged roof on Meditation Hut from Dorian Damage			100.00
200								
	A SAME OF THE SAME							
Total	1,133,511.00	1,133,511.00						100.00