

## Grants & Contracts - Transmittal Memo

DATE: September 13, 2019

FROM: Procurement, Contracts

TO: Charlie Jackson, Paul Beckert

CONTRACT #: 10217

VENDOR: Paul Stresing Associates, Inc.

DESCRIPTION: #10217 Paul Stresing Associates, Inc. 3<sup>rd</sup> Amendment for annual architectural; and engineering services extending

RFP 17-35

APPROVED BY: Board of County Commissioners

APPROVAL DATE: September 10, 2019

RECEIVED ON: September 13, 2019

TERM START: October 1, 2019

TERM END: September 30, 2020

AMOUNT: \$120,000.00

RFP/BID #: 17-35

GMW: N/A

POR #  
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**THIRD AMENDMENT TO AGREEMENT, #10217,  
BETWEEN ALACHUA COUNTY AND PAUL STRESING ASSOCIATES, INC.  
FOR ANNUAL ARCHITECTURAL AND ENGINEERING SERVICES**

**THIS THIRD AMENDMENT TO AGREEMENT**, made and entered into this 10<sup>th</sup> day of September 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Paul Stresing Associates, Inc., hereinafter referred to as "Professional." Collectively, the County and the Professional shall be referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, in 2016, the County issued Request for Proposal (RFP) #17-35 seeking proposals for Annual Architectural and Engineering Services for Capital Construction, Less than \$2,000,000.00 for Alachua County; and

**WHEREAS**, after evaluating and considering all timely responses to RFP #17-35, the County identified the Professional as one of the top ranked firms; and

**WHEREAS**, the Parties entered in the *Continuing Services Agreement for Annual Architectural and Engineering Services* dated February 28, 2017 (the "Agreement"), with an initial Term ending September 30, 2017; thereafter renewed the Term of the Agreement for a one year period by entering into the First Amendment to the Agreement dated September 14, 2017 (the "First Amendment"); and thereafter further renewed the Term of the Agreement for another one year period by entering into the Second Amendment to the Agreement dated September 25, 2018 (the "Second Amendment"); and

**WHEREAS**, the Parties now wish exercise the County's option to renew the Term of the Agreement for another one year period.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

A. SECTION # 1 of the Agreement, **Term**, is amended and replaced in its entirety to read as follows:

This Agreement is effective upon execution and will continue through September 30, 2020 unless terminated as provided herein. The Term of this Agreement may be extended at the option of the County for one (1) additional one (1) year period at the terms and conditions outlined herein.

B. This Third Amendment shall take effect upon execution by both Parties.

C. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut IV  
Charles Chestnut IV, Chair  
Board of County Commissioners  
Date: 9/10/2019

ATTEST:

J.K. Irby  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

ATTEST

By: Ashley Sudder  
Print: Ashley Sudder  
Title: Lead Teller

PROFESSIONAL  
By: Paul R. Stresing  
Print: Paul R. Stresing  
Title: Owner/Architect

Date: August 6, 2019

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

PAUL STRESING ASSOCIATES, INC.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Paul Stresing Associates, Inc., a  
(insert name of company)  
Florida corporation (the "Corporation"), at a duly and properly  
(insert state of Incorporation)  
held meeting on the 1st day of February, 20 00, did hereby consent to, adopt,  
ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good  
standing under the laws of the State of Florida and is authorized to do  
business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute  
and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of  
the Corporation listed below are hereby authorized and empowered, acting along, to sign,  
execute and deliver any and all contracts and documents on behalf of the Corporation, and to  
do and take such other actions, including but not limited to the approval and execution of  
contracts, purchase orders, amendments, change orders, invoices, and applications for  
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection  
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

IN WITNESS WHEREOF, I have executed my name as Sole Member and Manager of the above-named Corporation this 6th day of August, 20 19, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Sole Member of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

Sole Member and Manager of the Corporation

By:

Paul R. Stresing

(Print Sole Member's Name)

STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 6th day of August, 20 19, by Paul R. Stresing, as Sole Member and Manager of Paul Stresing Associates, Inc. a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced a Florida (state) driver's license no. 53102-696-58-128 as identification.

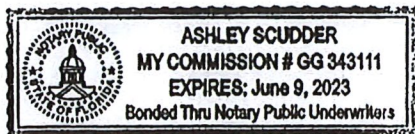
My Commission Expires:

Notary Public (Signature):

Ashley Scudder  
(Printed Name)

June 9th, 2023  
Ashley Scudder

(AFFIX NOTARY SEAL)



# *State of Florida*

## *Department of State*

I certify from the records of this office that PAUL STRESING ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on February 2, 2000.

The document number of this corporation is P00000013016.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 28, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of January,  
2019*



*Jennifer Kennealy*  
**Secretary of State**

Tracking Number: 2374775918CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

9/10 BoCC  
19-0115

**Agenda Item Name:**

Amendment #3 to the Agreement for Architectural and Engineering Services between Alachua County and Brame Heck Architects, Inc.; Paul Stresing Associates, Inc. and Walker Architects, Inc. for the period of October 1, 2019 through September 30, 2020

**Presenter:**

Charlie R. Jackson

**Description:**

Amendments #3 to the Agreements for Architectural and Engineering Services between Alachua County and Brame Heck Architects, Inc.; Paul Stresing Associates, Inc. and Walker Architects, Inc. for the period of October 1, 2019 through September 30, 2020.

**Recommended Action:**

Approve the Third Amendments to our current A&E Agreements extending the term through September 30<sup>th</sup>, 2020.

**Prior Board Motions:**

On January 10, 2017, the Board approved the Finance Report and authorized staff to negotiate agreements with the top ranked firms until three contracts were awarded.

On February 28, 2017 the Board approved the Continuing Services Agreement for Annual Architectural and Engineering Services through September 30, 2017.

On September 14<sup>th</sup>, 2017, the Board approved the First Amendments to these agreements extending the term through September 30<sup>th</sup>, 2018.

On September 25<sup>th</sup>, 2019, The Board approved the Second Amendments to these agreements, extending the term through September 30<sup>th</sup>, 2019.

**Fiscal Consideration:**

Facilities Preservation – General Fund

Per Task Assignment – various project accounts  
Not to exceed \$120,000 annually for each vendor.

**Background:**

The BoCC has contracted with various Architectural and Engineering firms over the years for architectural and engineering services. These firms are able to offer architectural design, engineering and contract administration services. These contracts generally fall under continuing services on an annual basis, with the County having the option of renewing the contract for subsequent annual terms. The size, scope and complexity of specific projects under the A/E Annual Services will be determined based

upon specific requirements of the project as determined by the Facilities Director. Task assignments are issued for services related for the specific projects as needed by the Facilities Management Department. The amount of each task assignment will be controlled by the projects types and budgets.

## **Annual Architect & Engineering - Talking Points**

- The Board has contracted with various Architectural and Engineering firms over the years for architectural and engineering services.
- Task Assignments are issued for services related for specific projects as needed by the Facilities Management Department
- A&E Services are required by licensed firms and without authorization to issue Annual A&E Services Agreements; the County will not be able to produce design documents for bidding, permitting and construction work.