

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF


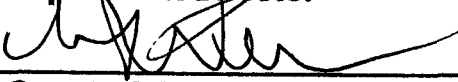
Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the General Consulting Agreement with Ricondo & Associates, Inc. (R-2009-1643) to incorporate the requirements and fee for the Office of Inspector General into the Agreement.

Summary: This amendment will add the necessary language to the consultant's agreement regarding the applicability of the Inspector General Ordinance ("IG Ordinance") and the inclusion of the Inspector General fee into future task orders to the consultant. Countywide (JCM)

Background and Justification: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports requires professional planning and design engineering services. This agreement is for 2 years with 2 one (1) year renewal options. The Palm Beach County Board of County Commissioners recently adopted Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance. Approval of Amendment No. 2 will modify the Agreement to include the new language and the imposition of the Inspector General Fee.

Attachments:

- 1. Amendment No. 2 with Ricondo & Associates, Inc. – 3 Originals

Recommended By:		3/25/10 Date
	Department Director	
Approved By:		4/15/10 Date
	County Administrator	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ _____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ -0-	* see below	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

*There is no Fiscal Impact.

C. Departmental Fiscal Review: *Tom Sevin*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 [Signature] 4/1/2010
 OFMB
 3/31/10 3/30/10 4/1/10

 [Signature] 4/2/10
 Contract Dev. and Control

B. Legal Sufficiency:

 [Signature] 4/8/10
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

**AMENDMENT NO. 2 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
RICONDO & ASSOCIATES, INC.
FOR
GENERAL CONSULTING SERVICES FOR ARCHITECTUAL, ENGINEERING,
CONSTRUCTION MANAGEMENT AND LAND DEVELOPMENT
AT
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 2 to the Contract is made as of the _____ day of _____, 2010, by and between Palm Beach County, Florida (COUNTY) and RICONDO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 20 North Clark Street, Suite 1500, Chicago, IL 60602, whose Federal Tax I.D. number is 36-3663903.

WITNESSETH

WHEREAS, on October 6, 2009, the County entered into an Agreement (R2009-1643) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, on March 9, 2010, the COUNTY entered into an Amendment #1 (R2010 0324) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to include the following language:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 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 access to records relating to this RFP and any resulting 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 Office of the

Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049.

2. Replace **ARTICLE 17** of the agreement with the following language:

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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.

3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Second Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONSULTANT, RICONDO & ASSOCIATES, INC., has caused these present to be signed in its corporate name by its duly authorized officer Pete Ricondo, Senior Vice President, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

ATTEST:
SHARON R. BOCK,
Clerk and Comptroller

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

CONSULTANT:

BY: _____
County Attorney

RICONDO & ASSOCIATES, INC.
Company Name

APPROVED AS TO TERMS AND
CONDITIONS:

An Illinois Corporation
(Date of Incorporation: April 9, 1981)

By: [Signature]
Director of Airports

By: [Signature]
(Signature)

[Signature]
(Witness/Signature - Consultant)

Pete Ricondo, P.E.
(Print Signatory's Name)

JEFF LESKE
Witness Name (Type or Print)

Senior Vice President
(Print Title)

MARCH 22, 2010
(Date of Execution)

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

OP ID IAD
RICON-1DATE (MM/DD/YYYY)
03/10/10

PRODUCER Harris Insurance Agency, Inc. 617 W. Main Street West Dundee IL 60118 Phone: 847-836-1515 Fax: 847-836-8220		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ricondo & Associates, Inc. 20 N. Clark Street, Suite 1500 Chicago IL 60602		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hanover Insurance Company	22292
		INSURER B: Essex Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	ZHC4271921	03/14/10	03/14/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ZHC4271921	03/14/10	03/14/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UHC4410471	03/14/10	03/14/11	EACH OCCURRENCE \$ 500000 AGGREGATE \$ 500000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WHC4272983	03/14/10	03/14/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B		OTHER Architects & Eng. Professional E&O	AE818958	03/14/10	03/14/11	Per Claim \$5,000,000 Aggregate \$25,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents is included as Additional Insured for General Liability; Waiver of Subrogation Included for General Liability, Workers Compensation and Professional Liability
 RE: Consulting/Professional Liability

CERTIFICATE HOLDER

Palm Beach County Dept of Airports/Planning & Development
 Gary M. Sypek
 846 Palm Beach Intl Airport
 West Palm Beach FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Marc W. Harris