#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# AGENDA ITEM SUMMARY

Mee	eting Date:	April 20, 2010	Consent [ X ] Regular [ ] Public Hearing [ ]						
Submitted By: Water Utilities Departmer Submitted For: Water Utilities Departmer									
I. EXECUTIVE BRIEF									
<b>Motion and Title: Staff recommends motion to approve:</b> Amendment No. 1 to the Contracts for Engineering/Professional Services to incorporate the requirements and fee for the Office of the Inspector General into the Contract with the following firms:									
A)		ces (R2008-0531) Engineering, Corp.)	Utility Distribution & Collection System Consulting Services						
B)	A.D.A. Enginee	ering, Inc. (R2008-0530)	Utility Distribution & Collection System Consulting Services						
C)	Carollo Engine	ers (R2008-0526)	Water Plant and Water Resources Engineering						
D)	Hillers Electric	al Eng. Inc. (R2008-0532)	Services Electrical Instrumentation & Telemetry Consulting Services						
E)	Jordan, Jones 8	Goulding, Inc. (R2008-0527)	Wastewater Consulting Services						
F)	Mathews Cons	ulting, Inc. (R2008-0529)	General Utility, Architectural and Value Engineering Services						
G)	Mock, Roos & A	Associates, Inc. (R2008-0528)	Utility Hydrogeologic and Water Resources						

Summary: On April 1, 2008, the Board of County Commissioners approved the Contracts for Engineering/Professional Services. On December 15, 2009, the Board of County Commissioners adopted Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance This Amendment will add the necessary language to the consultant's contract regarding the applicability of the Inspector General Ordinance ("IG Ordinance") and the inclusion of the Inspector General fee into future consultant services authorizations to the consultant. Countywide (JM)

**Engineering Services** 

Background and Justification: The IG Ordinance authorizes the Inspector General to conduct audits of, require reports from, and receive access to the records of all consultants doing business with the County. The cost for the Office of the Inspector General shall be borne by the imposition of a fee as specified in the IG Ordinance.

#### Attachments:

- A) Two (2) Originals Amendment No. 1 for AECOM (f.k.a. Boyle Engineering, Corp.)
- B) Two (2) Originals Amendment No. 1 for A.D.A. Engineering, Inc.
- C) Two (2) Originals Amendment No. 1 for Carollo Engineers
- D) Two (2) Originals Amendment No. 1 for Hillers Electrical Engineering, Inc.
  E) Two (2) Originals Amendment No. 1 for Jordan, Jones & Goulding, Inc.
- F) Two (2) Originals Amendment No. 1 for Mathews Consulting, Inc.
- G) Two (2) Originals Amendment No. 1 for Mock, Roos & Associates, Inc.

Recommended by:

Bung Bern Department Director

 $\frac{3 \left(24 \left(10\right)\right)}{\text{Date}}$ 

Approved by: Shannon G Assistant County Administrator

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	0000	0 0 0 0	0 0 0 0	0000	0 0 0 0
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund	Dept	U	nit	Object

Is Item Included in Current Budget?

Reporting Category

No

Yes

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

C. Department Fiscal Review:

Della movest

III. REVIEW COMMENTS

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

Legal Sufficiency:

Β. Assistant ้อม

C. Other Department Review:

**Department Director** 

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

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# AMENDMENT TO CONTRACT FOR Utility Distribution & Collection System Consulting Services

This Amendment No. 1 dated \_\_\_\_\_\_\_\_to the Contract (R-2008-0531) dated June 2, 2008 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissers, hereinafter referred to  $A \in CoM$ ,  $MSA_{I}$  Inc. as the COUNTY and AECOM, F/K/A Boyle Engineering Corporation a corporation authorized to do business in the State of Florida, here after referred to as the CONSULTANT.

#### WITNESSETH

WHEREAS, the parties have entered into a tract under which the CONSULTANT provided certain professional services to the ( 'NTY for various projects in accordance with Consultants Competitive Negotiations \ct (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance 2009-049.

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 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 COUNTY from each Pay Application to defray costs of the Inspector General's office in accordance with Ordinance R2009-049. Refer to Paragraph 7.24 for more information.

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2. 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 2008-049, as may be amended.

# 7.24 Inspector General Reviews

The COUNTY has established the Office f the Inspector General Ordinance R2009-049, which is authorize d empowered to review past, present and proposed County contract transactions, accounts and records. All consultants and parties doing business will the County and receiving County funds shall fully cooperate with the Indector General including receiving 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 (¼) of one (1) percent of the contract price.

3. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

By:

**Deputy Clerk** 

PALM BEACH COUNTY BOARD OF **COUNTY COMMISSIONERS** 

'By:\_\_\_ Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY APPROVE **AS TO TERMS** AND CONL IONS

By: \_

**County Attorney** 

WITNESS:

Son Mnde Signature

Christine Miranda\_ Name (type or print)

Director of U By:

CONSULTANT:

meut Duclahl Signature

Lennart J. Lindahl Name (type or print)

District Vice President

Title

(Corporate Seal)

# AMENDMENT TO CONTRACT FOR Utility Distribution & Collection System Consulting Services

#### WITNESSETH

WHEREAS, the parties have entropy into a tract under which the CONSULTANT provided certain professional services to us COUNTY for various projects in accordance with Consultants Competitiv Sociat 3 Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Cont act to add the requirements of the Inspector General per Ordinance 2009-0-3.

NOW, THEREFORE, in consideration of the premises an ' 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 following paragraph is added to Section 5 of the Contract:

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3.

Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

#### ATTEST: SHARON R. BOCK, Clerk & Comptroller

By:

**Deputy Clerk** 

PALM BEACH COUNTY BOARD OF **COUNTY COMMISSIONERS** 

en ar

By:\_ Burt Anoronson, Chair

**APPROVED AS TO FORM** AND LEGAL SUFFICIENCY

By:

**County Attorney** 

WITNESS:

Signature

Vivian Martinez

Name (ty

APPROVED S TO TERMS AND CONDIT ONS

Band Ber By:

**Director of Utilities** 

**CONSULTANT:** 

Juite

<u>Lve He</u> O. J. gudin Name (type or r. b)

<u>VP</u> Title

(Corporate Seal)

# AMENDMENT TO CONTRACT FOR Water Plant and Water Resources Engineering Services

This Amendment No. 1 dated \_\_\_\_\_\_\_to the Contract (R-2008-0526) dated June 2, 2008 by and between Palm Beach County, a political subdivision of the State of Florida, by and though its Board of Commissioners, hereinafter referred to as the COUNTY and Carollo angineers a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

#### W VESSET /

WHEREAS, the parties have entered into Contract under which the CONSULTANT provided certain professional services to the COUNLY for various projects in accordance with Consultants Competitive Negoliations Act. CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance 2009-049.

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 artistic covenant and agree to the following terms and conditions:

The following paragraph is added to Section 5 of tract:

1.

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**5.3.1** Without changing the contract price, a fee of .25% will be deducted by the COUNTY from each Pay Application to Sfray costs of the Inspector General's office in accordance with Ordinan R2009-049. Refer to Paragraph 7.24 for more information.

2. 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

The COUNTY has established the Office in the Inspector General Ordinance R2009-049, which is authorized and en owered to review past, present and proposed County contracts, transact , accounts and records. All consultants and parties doing business with County and receiving County funds shall fully cooperate with the In sector General including receiving access to records relating to this contract. The Inspector General has the power to subpoena witnes 3, 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 (¼) of one (1) percent of the contract price.

3.

Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

#### ATTEST: SHARON R. BOCK, Clerk & Comptroller

## PALM BEACH COUNTY BOARD OF **COUNTY COMMISSIONERS**

By: **Deputy Clerk** 

**APPROVED AS TO FORM** AND LEGAL SUFFICIENCY

By:

**County Attorney** 

WITNESS:

Signature

Name (type or print)

By:

Burt Aaronson, Chair

#### **APPROVED AS TO TERMS** AND CONDITIONS

Director of Ву: \_\_

**CONSULTANT:** 

Signature

1 Eu J

ARTNER

(Corporate Seal)

Carollo Engineers, P.C. is an Arizona Professional Corporation qualified to do business in the State of Florida. By corporate resolution, all shareholders, including Larry Elliott and Lyle Munce, are authorized to execute contracts relating to the firm's usual and customary engineering business on behalf of Carollo Engineers, P.C.

# AMENDMENT TO CONTRACT FOR Electrical Instrumentation & Telemetry Consulting Services

This Amendment No. 1 dated \_\_\_\_\_\_\_to the Contract (R-2008-0532) dated June 2, 2008 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 Hillers Electrical Engineering, 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 add the requirements of the Inspector General per Ordinance 2009-049.

NOW, THEREFORE, in consideration of the preman and of the mutual covenants hereinafter set forth and for such other good and value consideration, the receipt of which the parties hereto expressly acknowledge, the arties covenant and agree to the following terms and conditions:

1. The following paragraph is added to Section 5 of the Contract:

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

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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.

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The COUNTY has established the Office of the Inspector General Ordinance R2009-049, which is authoriz. and empowered to review past, present and proposed County contracts, ransactions, accounts and records. All consultants and parties doing to iness with the County and receiving County funds shall fully cooperate with the Inspector General including receiving 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.

3.

Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

#### ATTEST: SHARON R. BOCK, Clerk & Comptroller

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:

**Deputy Clerk** 

By:\_\_ Bu

ronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_

**County Attorney** 

WITNESS:

Jasi Signature

Yasin

Name (type or print)

APPROV AND CON

**AS TO TERMS** IONS

By:

Dire r of Utilities

**CONSULTANT:** 

S ature

Name (type or nt)

resident

(Corporate Seal)

#### AMENDMENT TO CONTRACT FOR Wastewater Consulting Services

This Amendment No. 1 dated \_\_\_\_\_\_\_to the Contract (R-2008-0527) dated June 2, 2008 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 Jordan, Jones & Goulding, 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 C act under which the CONSULTANT provided certain professional services to  $\Rightarrow$  COUNTY for various projects in accordance with Consultants Competitive Negociations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance 2009-049.

NOW, THEREFORE, in consideration of the premises and c 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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Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_ Deputy Clerk

By:

By:

Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED A TO TERMS AND CONDIT

Ву: \_\_\_

County Attorney

WITNESS:

Signature

CONSULTANT:

lies

Signature

TOHN WATKINS Name (type or print)

Title

(Corporate Seal)

Name (type or print)

ATTACHMENT F

# AMENDMENT TO CONTRACT FOR General Utility, Architectural and Value Engineering Services

This Amendment No. 1 dated \_\_\_\_\_\_\_\_to the Contract (R-2008-0529) dated June 2, 2008 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 Mathews Consulting, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

#### WITNESSETH

WHEREAS, the parties have entered o 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 intract to add the requirements of the Inspector General per Ordinance 2009-045

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 matties covenant and agree to the following terms and conditions:

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#### 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

AP OVED AS TO ERMS AND CONDITIONS

By: \_ **County Attorney** 

WITNESS:

Signature

ecca Travis

Name (type or

By: Director of Utilities

CONSULTA Signa

atheus

Name (type or print)

Title

(Corporate Seal)

# AMENDMENT TO CONTRACT FOR Utility Hydrogeologic and Water Resources Engineering Services

ATTACHMENT G

This Amendment No. 1 dated \_\_\_\_\_\_\_to the Contract (R-2008-0528) dated June 2, 2008 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 Mock, Roos & 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 COUNTY for various projects in accordance with Consultants Competitive Negliations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance 2009-049.

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#### ATTEST: SHARON R. BOCK, Clerk & Comptroller

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_ Deputy Clerk

By:\_\_\_\_\_ Burt /

nson, Chair

vf Utilities

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_

County Attorney

WITNESS:

Signature

Carolyn McDowell Name (type or print) APPROVEL S TO TERMS AND CONDI )NS

By: Direct

CONSULTANT: nature

Thomas A. Biggs, P.E. Name (type or print)

Executive Vice President Title

(Corporate Seal)