

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: 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) AECOM Services (R2008-0531) Utility Distribution & Collection System Consulting Services
(F.K.A. Boyle Engineering, Corp.)
- B) A.D.A. Engineering, Inc. (R2008-0530) Utility Distribution & Collection System Consulting Services
- C) Carollo Engineers (R2008-0526) Water Plant and Water Resources Engineering Services
- D) Hillers Electrical Eng. Inc. (R2008-0532) Electrical Instrumentation & Telemetry Consulting Services
- E) Jordan, Jones & Goulding, Inc. (R2008-0527) Wastewater Consulting Services
- F) Mathews Consulting, Inc. (R2008-0529) General Utility, Architectural and Value Engineering Services
- G) Mock, Roos & Associates, Inc. (R2008-0528) Utility Hydrogeologic and Water Resources Engineering Services

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)

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: Bonh Beer 3/24/10
Department Director Date

Approved by: Sharon G. Boyer 4/13/10
Assistant County Administrator Date

**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 Commissioners, hereinafter referred to as the COUNTY and ~~AECOM~~ ^{AECOM USA, Inc.}, F/K/A Boyle Engineering Corporation 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 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.

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 of the Inspector General Ordinance R2009-049, which is authorized and empowered to review past, present and proposed County contract 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 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.

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: _____
Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *[Signature]*
Director of Utilities

WITNESS:

CONSULTANT:

[Signature]
Signature

[Signature]
Signature

Christine Miranda
Name (type or print)

Lennart J. Lindahl
Name (type or print)

District Vice President
Title

(Corporate Seal)

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

This Amendment No. 1 dated _____ to the Contract (R-2008-0530) 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 A.D.A. 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 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.

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 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 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.

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: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Burt Aaronson*
Director of Utilities

WITNESS:

CONSULTANT:

Vivian Martinez
Signature

Ivette O. Iquidin
Signature

Vivian Martinez
Name (type or print)

Ivette O. Iquidin
Name (type or print)

VP
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 through its Board of Commissioners, hereinafter referred to as the COUNTY and Carollo Engineers a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W H E R E A S

WHEREAS, the parties have entered into 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 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 Contract:

5.3.1 Without changing the contract price, a fee of .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.

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 and 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 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 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.

**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 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.

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 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 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.

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: _____
Burton Ronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *[Signature]*
Director of Utilities

WITNESS:

CONSULTANT:

Jacki Yasin
Signature

P. Hille
Signature

Jacki Yasin
Name (type or print)

Paul Hille
Name (type or print)

President
Title

(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 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 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.

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 may be amended.

7.24 Inspector General Reviews

The 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 the 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, agent 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.

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ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaranson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Director of Utilities

WITNESS:

CONSULTANT:

Signature

Signature

Name (type or print)

Name (type or print)

Title

(Corporate Seal)

**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 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 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:
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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

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Burt Aaronson
Director of Utilities

WITNESS:

CONSULTANT:

Rebecca Travis
Signature

Burt Aaronson
Signature

Rebecca Travis
Name (type or print)

Burt Aaronson
Name (type or print)

President
Title

(Corporate Seal)

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

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 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.

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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.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt / _____, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By:  _____
Director of Utilities

WITNESS:

CONSULTANT:


Signature


Signature

Carolyn McDowell
Name (type or print)

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

Executive Vice President
Title

(Corporate Seal)