

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Contract for Continuing Construction to incorporate the requirements and fee for the Office of the Inspector General into the Contract with the following firms:

- A) Miller Pipeline Corporation (R2009-0770) Reconstruction of Wastewater Gravity Lines
- B) Rangeline Tapping Services., Inc. (R2009-1976) Pipe Wet Tapping & Line Stopping
- C) Sheltra & Sons Construction. Co., Inc. (R2009-0944) Pipeline Continuing Construction
- D) Southeast Drilling Services., Inc. (R2008-0978) Floridan & Deep Injection Well

Summary: On June 3, 2008 the Board of County Commissioners (BCC) approved the Contract with Southeast Drilling Services, Inc. (R2008-0978); On May 5, 2009 the (BCC) approved the Contract with Miller Pipeline Corporation (R2009-0770); On June 2, 2009 the BCC approved the Contract with Sheltra & Sons Construction Co., Inc. (2009-0944); and On November 17, 2009 the BCC approved the Contract with Rangeline Tapping Services, Inc. (R2009-1976). 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 construction contract regarding the applicability of the Inspector General Ordinance ("IG Ordinance") and the inclusion of the Inspector General fee into future task orders. 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 Miller Pipeline Corporation
- B) Two (2) Originals Amendment No. 1 for Rangeline Tapping Services, Inc.
- C) Two (2) Originals Amendment No. 1 for Sheltra & Sons Construction Company, Inc.
- D) Two (2) Originals Amendment No. 1 for Southeast Drilling Services, Inc.

Recommended by:  4/3/2010
Department Director Date

Approved by:  4/19/10
Assistant County Administrator Date

**AMENDMENT TO CONTRACT FOR
Continual Contract for Reconstruction of Wastewater Gravity Lines**

This Amendment No. 1 dated _____ to the Contract (R-2009-0770) dated May 5, 2009 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 Miller Pipeline Corporation, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain construction services to the COUNTY for various projects.

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 44 of the Contract:
B.E.VIII 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 66 of the Contract:

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.

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 contractor 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 contractor, 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 ($\frac{1}{4}$) 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.

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 CONTRACTOR 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: _____
Director of Utilities

WITNESS:

CONTRACTOR:
MILLER PIPELINE CORPORATION

Signature

Signature

Name (type or print)

Name (type or print)

Title

(Corporate Seal)

**MILLER PIPELINE CORPORATION
UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS
IN LIEU OF THE ANNUAL MEETING**

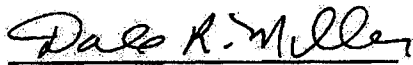
The undersigned, being the directors of Miller Pipeline Corporation., an Indiana corporation, under the provisions of Indiana Code §23-1-34-2, hereby adopt the following resolution by unanimous written consent, in lieu of the Annual Meeting.

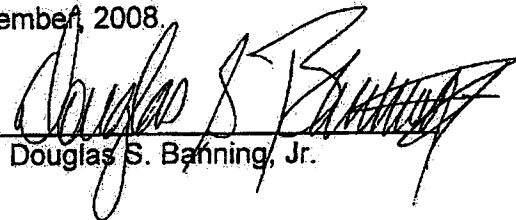
BE IT RESOLVED that the Board of Company elects the following persons to the offices in the Company set opposite their respective names, in each case, to serve until the next annual meeting of the Board or until their respective successors have been duly qualified and elected:

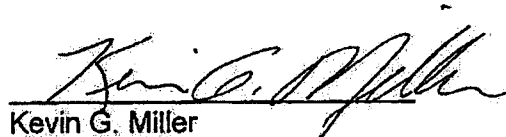
Chairman.....Dale R. Miller
Chief Executive Officer and Chief Financial Officer.....Douglas S. Banning, Jr.
President and Chief Operation Officer.....Kevin G. Miller
Secretary.....Ronald E. Christian
Asst. Secretary and Treasurer.....Nina A. Turner

BE IT FURTHER RESOLVED by the Board of Company that the officers of the Company are further authorized to take such actions as in their reasonable judgment they deem necessary or appropriate to carry out the foregoing resolutions, after consideration of all appropriate issues and consultation with legal counsel and other professional advisors.

Effective as of 12:00 p.m. (E.S.T.) this 1st day of November, 2008.


Dale R. Miller


Douglas S. Banning, Jr.


Kevin G. Miller

**AMENDMENT TO CONTRACT FOR
Pipe Wet Tapping & Line Stopping Continuing Construction Contract**

This Amendment No. 1 dated _____ to the Contract (R-2009-1976) dated November 17, 2009 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 Rangeline Tapping Service, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain construction services to the COUNTY for various projects.

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 44 of the Contract:

B.E.VIII 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 66 of the Contract:

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.

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 contractors 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 contractors, 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 ($\frac{1}{4}$) 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.

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:

CONTRACTOR:

Denise Beaton
Signature

[Signature]
Signature

Denise Beaton
Name (type or print)

John R. Rakoczy
Name (type or print)

President
Title

(Corporate Seal)

**AMENDMENT TO CONTRACT FOR
Pipeline Continuing Construction Contract**

This Amendment No. 1 dated _____ to the Contract (R-2009-0944) dated June 2, 2009 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 Sheltra & Sons Construction Company, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONSULTANT provided certain construction services to the COUNTY for various projects in accordance with Contractor 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 44 of the Contract:

B.E.VIII 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 66 of the Contract:

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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 contractor 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 contractor, 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 ($\frac{1}{4}$) 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.

**AMENDMENT TO CONTRACT FOR
Floridian and Deep Injection Well Continuing Construction Contract**

This Amendment No. 1 dated _____ to the Contract (R-2008-0978) dated June 3, 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 Southeast Drilling Services, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain construction services to the COUNTY for various projects.

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 44 of the Contract:

B.E.VIII 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 66 of the Contract:

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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 contractors 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 contractors, 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 ($\frac{1}{4}$) 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.

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 CONTRACTOR 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:

CONTRACTOR:

Edgar A. Wright
Signature

W. A. Ziegler
Signature

Edgar A. Wright
Name (type or print)

W. A. ZIEGLER, P.E.
Name (type or print)

President
Title

(Corporate Seal)

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 CONTRACTOR 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:

CONTRACTOR:

Alysa Comfort
Signature

Richard Sheltra
Signature

Alysa Comfort
Name (type or print)

Richard Sheltra
Name (type or print)

President
Title

(Corporate Seal)