# Agenda Item: 3H4

### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

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Meeting Date: October 2, 2012	[X] Consent	[]F

[] Workshop

Regular [] Public Hearing

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**Department:** 

Submitted By: Department of Airports

## Submitted For:

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 7 to the General Consulting Agreement with Ricondo & Associates, Inc. for Consulting/Professional Services to exercise the second one (1) year renewal option for the continued performance of professional planning and design services related to the approved Palm Beach County Airports Capital Improvement Program, with no additional funding; and to modify the Agreement to include the Scrutinized Companies language and changes to the Inspector General language.

Summary: The Consulting Agreement (R-2009-1643) with Ricondo & Associates, Inc. for general airport planning and design was approved on October 6, 2009 in the amount of \$1,723,324 in order to carry out the approved Capital Improvement Programs for the County's Airports. The Agreement is for 2 years with two, one (1) year renewal options. Amendments 1-6 were approved for a net increase in the amount of \$6,063,772. Additionally, Amendment No. 5 exercised the first one (1) year renewal option. Approval of Amendment No. 7 will allow the County, at its sole discretion, to exercise the second one (1) year renewal option for the continuation of services provided under this Agreement, with no additional funding requested at this time. A future amendment will be processed in the coming months requesting additional funds, once additional services are identified by the Department. In addition, this Amendment will modify the Agreement to include the Scrutinized Companies language pursuant to F.S. 287.135 and changes to the Inspector General language. Ricondo & Associates, Inc. is a Chicago, Illinois based firm, however, the majority of the work to be completed in this Agreement is done through their Miami, Florida office in conjunction with several Palm Beach County-based subconsultants and firms. The Disadvantaged Business Enterprise (DBE) goal for the Agreement was established at 25.00%. Although there is no DBE participation as a part of this Amendment, the total DBE participation to date is 20.5%. 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. The Agreement is for 2 years with 2 one (1) year renewal options. This Amendment allows for the continuation of services necessary for the development and operation of the County's airport system.

## Attachments:

Amendment No. 7 with Ricondo & Associates, Inc. – 3 Originals

Recommended By	: WA Xru Lely	9/6/12
-	Department Director	Date
Approved By:	/ JAN/	a(17/1~
	County Administrator	` Date

## **II. FISCAL IMPACT ANALYSIS**

<b>A.</b>	Five	Year	Summary	of	Fiscal	Impact:
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Fiscal Years	20 <u>13</u>	20 <u>14</u>	20 <u>15</u>	20 <u>16</u>	20 <u>17</u>			
Capital Expenditures Operating Costs								
External Revenues (Grants) Program Income (County) In-Kind Match (County)		·····						
NET FISCAL IMPACT	# See	below			<u></u>			
# ADDITIONAL FTE POSITIONS (Cumulative)				·				
Is Item Included in Current Bu	dget? Yes	No <u>X</u>	Ś					
Budget Account No: Fund Repor	Depart ting Category	tment	Unit	Object				
B. Recommended Sources of								
No Fiscal Impact for this item at this time. The Department will process a Budget Amendment to request additional funding from the Board in FY 2013, when services are identified.								
C. Departmental Fiscal Review	v:(M	Sim	<u></u>					
	III. REVIEW	COMMENTS						
A. OFMB Fiscal and/or Contra	ct Developme	nt and Cont	rol Comment	ts:				
OFMB A DATAS 9/11/2 9/10/12 M	LONZ N iv	Contr	act Dev and	Control	9/11/12			
B. Legal Sufficiency:	9/13/12							
C. Other Department Review:								

**Department Director** 

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

#### AMENDMENT NO. 7 TO CONTRACT

### BETWEEN

#### PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

#### AND

#### **RICONDO & ASSOCIATES, INC.**

#### FOR

## GENERAL CONSULTING SERVICES FOR ARCHITECTURAL, ENGINEERING, CONSTRUCTION MANAGEMENT AND LAND DEVELOPMENT

AT

## PALM BEACH COUNTY AIRPORTS

This Amendment No. 7 to the Contract is made as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2012, 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; and

WHEREAS, on April 20, 2010, the COUNTY entered into an Amendment #2 (R2010-0605) with the CONSULTANT to include additional language to the original Agreement related to the Office of Inspector General Ordinance; and

WHEREAS, on September 14, 2010, the COUNTY entered into an Amendment #3 (R2010-1391) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on February 24, 2011, the COUNTY entered into an Amendment #4 (R2011-0503) with the CONSULTANT to remove language in the Agreement associated with the imposition of an Inspector General Fee ("IG Fee"); and

WHEREAS, on September 13, 2011, the COUNTY entered into an Amendment #5 (R2011-1336) with the CONSULTANT to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract and to amend the Contract to include changes to <u>Article 10 – Insurance</u>; and

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RICONDO & ASSOCIATES, INC. OCTOBER 2012

AMENDMENT 7 TO R2009-1643 TO CONTRACT FOR CONSULTING SERVICES WHEREAS, on December 6, 2011, the COUNTY entered into an Amendment #6 (R2011-1906) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, Article 2 of the Contract defines the performance period of the contract as 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, it is the County's desire to exercise the second one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.

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 second one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.
- 2. The parties hereby agree to amend the Contract to include the following language:

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code*, *Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

RICONDO & ASSOCIATES, INC. OCTOBER 2012

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AMENDMENT 7 TO R2009-1643 TO CONTRACT FOR CONSULTING SERVICES

IN WITNESS WHEREOF, the parties have caused the Seventh Amendment to the Contract to be signed by the Chair 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 presents to be signed in its corporate name by its duly authorized officer Pedro Ricondo, 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.

**ATTEST:** 

WITNESS:

PALM BEACH COUNTY, FLORIDA

SHARON R. BOCK **CLERK AND COMPTROLLER**  **BOARD OF COUNTY COMMISSIONERS** 

By: **Deputy Clerk** 

By: Chair

**CONSULTANT:** 

Maine SIGN/

malor

**APPROVED AS TO FORM** AND LEGAL SUFFICIENCY

BY:

**County Attorney** 

**APPROVED AS TO TERMS** AND CONDITIONS

By:

Department Director

RICONDO & ASSOCIATES, INC. OCTOBER 2012

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Ricondo & Associates, Inc. **COMPANY NAME** Signature

Pedro Ricondo Name (type or print)

Vice President Title

(Corporate Seal)



AMENDMENT 7 TO R2009-1643 TO CONTRACT FOR CONSULTING SERVICES

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Palm Beach County Board of County Commissioners				ACC	ORDANCE WI	TH THE POLIC	CY PROVISIONS.		
Gary M. Sypek				AUTHO	RIZED REPRES	ENTATIVE			
846 Palm Beach Intl Airport Mar West Palm Beach, FL 33406-1470					W. Harris				
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