

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

Meeting Date: July 1, 2014

Consent Regular
 Public Hearing

Department

Submitted By: County Attorney

Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) a Second Amendment to the agreement with JLA Geosciences, Inc. (R-2011-1741) for consulting and professional services; and B) a Second Amendment to the agreement with Kimley-Horn and Associates, Inc. (R-2011-1742) for consulting and professional services.

Summary: Palm Beach County Water Utilities (WUD) has requested that the Palm Beach County Attorney's Office (Attorneys) conduct a review of potential litigation issues relating to the design and construction of the wells and water treatment plant serving the Glades area. Geotechnical and engineering assistance is required to complete the Attorneys' review. The initial agreements with geotechnical consultants, JLA Geosciences, Inc., and engineering consultants, Kimley-Horn and Associates, Inc., authorized consulting and professional services for a one (1) year period, with a not-to-exceed amount of \$49,500 for JLA Geosciences, Inc., and a not-to-exceed amount of \$100,000 for Kimley-Horn and Associates, Inc. The first one-year period expired on September 7, 2012. The parties executed a First Amendment to the agreements (R-2012-1899), extending the consulting period to September 7, 2013. However, the consultants have performed work after September 7, 2013. The proposed Second Amendments would extend the agreements for an additional year, so that the consultants can be paid for work already performed. The proposed Second Amendment to the agreement with JLA Geosciences, Inc. also increases the not-to-exceed amount by \$10,000, from \$49,500 to \$59,500, to cover outstanding invoices. No increase to the not-to-exceed amount for Kimley-Horn and Associates, Inc. is proposed. Countywide (ATP)

Background and Justification: The water treatment plant serving the Glades area has experienced premature well failures and operational difficulties. WUD has requested that the Attorneys conduct a review of potential litigation issues relating to design and construction of the wells and water treatment plant serving the Glades area. In order to complete its review, the Attorneys require geotechnical and engineering assistance, including additional well-field modeling and technical plan review. (continued on page 3)

Attachments:

1. Second Amended Agreement with JLA Geosciences, Inc.
2. Second Amended Agreement with Kimley-Horn and Associates, Inc.

Recommended by: _____


County Attorney


Date

Approved by: _____

n/a

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$10,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$10,000	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 4011 Department 721 Unit W026 Object 6541

Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Susan Neary 6/19/14 A. J. Freedman 6/24/14
 OFMB 6/11 Contract Development and Control
6/10 6/11 6/19 6-24-14

B. Legal Sufficiency:
Emily Taylor Petrick
 Assistant County Attorney

C. Other Department Review:
[Signature]
 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification: (continued from page 1)

The initial agreements with hydrogeologic consultants JLA Geosciences, Inc., and engineering consultants, Kimley-Horn and Associates, Inc., authorized consulting and professional services for a one (1) year period, with a not-to-exceed amount of \$49,500 for JLA Geosciences, Inc., and a not-to-exceed amount of \$100,000 for Kimley-Horn and Associates, Inc. The original one-year time period ended on September 7, 2012, and was extended to September 7, 2013, by the First Amendments to both agreements. Both consultants were requested to and did perform work after September 7, 2013, as part of the Attorneys' and WUD's ongoing investigative efforts. Both consultants request, and staff recommends approval for, a second one-year extension to both agreements, in order to allow the consultants to be paid for work already performed and to complete the consultant tasks requested of them. JLA Geosciences, Inc. additionally requests that its not-to-exceed amount be increased by \$10,000, from \$49,500 to \$59,500, to cover outstanding invoices and allow completion of requested consulting assignments.

**SECOND AMENDMENT TO CONTRACT
FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the _____ day of _____, 20__, 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 JLA Geosciences, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 45-0496499.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree that the Contract for Consulting/Professional Services entered into by the parties on November 15, 2011, and referenced by County Resolution Number R-2011-1741 (hereinafter "the Agreement"), is amended as follows:

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on September 8, 2013, and complete all services by September 7, 2014.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The not-to-exceed amount increases by \$10,000, from \$49,500 to \$59,500, to cover outstanding invoices.

All other provisions in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

WITNESS:
Julia Pavlock
Signature
Julia Pavlock
Name (type or print)
Doug Stout
Signature
Doug Stout
Name (type or print)

CONSULTANT:
JLA Geosciences, Inc
Company Name
[Signature]
Signature
James L. Andersen
Typed Name
President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By [Signature]
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS
By [Signature]
Department Director

SECOND AMENDMENT TO CONTRACT
FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2014, 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 Kimley Horn and Associates, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 56-0885615.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree that the Contract for Consulting/Professional Services entered into by the parties on November 15, 2011, and referenced by County Resolution Number R-2011-1742 (hereinafter "the Agreement"), is amended as follows:

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on September 7, 2013, and complete all services by September 7, 2014.

All other provisions in the Agreement shall remain unchanged and in full force and effect.

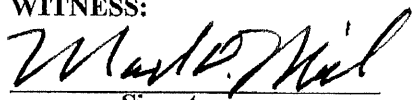
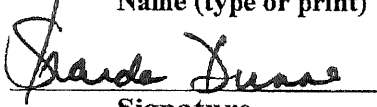
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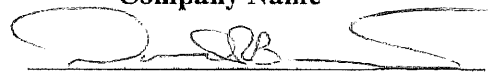
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

WITNESS:

Signature
MARK D. MILLER
Name (type or print)

Signature
SHARDA DUANE
Name (type or print)

CONSULTANT:
Kimley-Horn and Associates, Inc.
Company Name

Signature
DAVID R. BAROT
Typed Name
Sr. Vice President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Edmund Taylor Brooks
County Attorney

(corp. seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: R. J. For
Department Director