

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

Meeting Date: May 17, 2016

Consent ☒
Public Hearing ☐Regular ☐

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to Contracts for Engineering/Professional Consulting Services (Contracts) with the following firms:

A) Black & Veatch Corporation (R2014-0064)	Sustainability and Strategic Planning Consulting Services
B) Hazen & Sawyer P.C. (R2014-0821)	Wastewater Engineering Services
C) JLA Geosciences, Inc. (R2014-0822)	Utility Hydrogeologic Engineering Services
D) Mathews Consulting, Inc. (R2014-0823)	General Utility, Architectural & Value Engineering Services
E) Keshavarz & Associates, Inc. (R2014-0824)	Utility Distribution & Collection System Engineering Services
F) Holtz Consulting Engineers, Inc. (R2014-0825)	Utility Distribution & Collection System Engineering Services
G) Mock, Roos & Associates, Inc. (R2014-0826)	Utility Distribution & Collection System Engineering Services
H) Hillers Electrical Engineering, Inc. (R2014-0827)	Electrical Instrumentation & Telemetry Engineering Services
I) Smith Engineering Consultants, Inc. (R2014-0828)	Electrical Instrumentation & Telemetry Engineering Services
J) Kimley-Horn & Associates, Inc. (R2014-0829)	Water Plant & Water Resources Engineering Services

Summary: The Board of County Commissioners approved Contracts B through J for Engineering/Consulting Services on June 3, 2014 and Contract A Black & Veatch Corporation on January 14, 2014. The Water Utilities Department (WUD) discovered an ambiguity in the contract documents relating to mark ups on subconsultants contracts by the prime consultant. County procurement policies provide that a prime consultant may receive up to a 10% mark-up on services provided by sub-consultants when the services are to be provided by a sub-consultant that was not part of the original design team proposed to the County and the services were not required in the original scope of work. The Contracts were unclear regarding the applicability of this provision which created a conflict between Contracts and approved Procurement policies. Amendment No. 1 to the Contracts corrects this ambiguity and conforms the Contracts to approved procurement policies. No additional changes are being made to the Contracts as a result of Amendment No. 1. Countywide (MJ)

Background and Justification: The ongoing operation, maintenance and administration of WUD requires consulting engineering services to supplement staff availability and expertise. The original Contracts as negotiated with the consultants providing engineering and professional consulting services contained an ambiguity that necessitated Amendment No. 1 to bring the Contracts into conformance with County PPM #CW-F-066.

Attachments:

- A. 14-001 Two (2) Original Amendment No. 1 (Black & Veatch Corporation)
- B. 14-002 Two (2) Original Amendment No. 1 (Hazen & Sawyer P.C.)
- C. 14-003 Two (2) Original Amendment No. 1 (JLA Geosciences, Inc.)
- D. 14-004 Two (2) Original Amendment No. 1 (Mathews Consulting, Inc.)
- E. 14-005 Two (2) Original Amendment No. 1 (Keshavarz & Associates, Inc.)
- F. 14-005 Two (2) Original Amendment No. 1 (Holtz Consulting Engineers, Inc.)
- G. 14-005 Two (2) Original Amendment No. 1 (Mock, Roos & Associates, Inc.)
- H. 14-006 Two (2) Original Amendment No. 1 (Hillers Electrical Engineering, Inc.)
- I. 14-006 Two (2) Original Amendment No. 1 (Smith Engineering Consultants, Inc.)
- J. 14-007 Two (2) Original Amendment No. 1 (Kimley-Horn & Associates, Inc.)

Recommended By: 

FOR Department Director

4-19-2016

Date

Approved By: 

Assistant County Administrator

5-2-16

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Agency 721 Org. Various Object Various

Is Item Included in Current Budget? Yes **X** No

Reporting Category **N/A**

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

* These Contracts do not encumber any funds. CSA's will be issued under a task by task basis. Amendment No. 1 to the Contracts will not result in any fiscal impact.

C. Department Fiscal Review: Julia M. West

III. REVIEW COMMENTS

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

AP 4/10/00
4/12/00
OFMB

J. J. Jacobson 4/28/16
Contract Development and Control
4/28/16 JR

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
SUSTAINABILITY AND STRATEGIC PLANNING CONSULTING SERVICES
PROJECT NO. WUD 14-001**

This Amendment is made as of the day of _____, 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 Black & Veatch Corporation [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 43-1833073.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on January 14, 2014, and referenced by County Resolution Number R2014-0064 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER


PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

**FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
SUSTAINABILITY AND STRATEGIC PLANNING CONSULTING SERVICES
PROJECT NO. WUD 14-001**

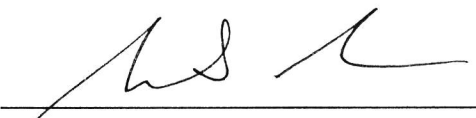
WITNESS:



Signature

Rafael E. Torres III
Name (Type or Print)

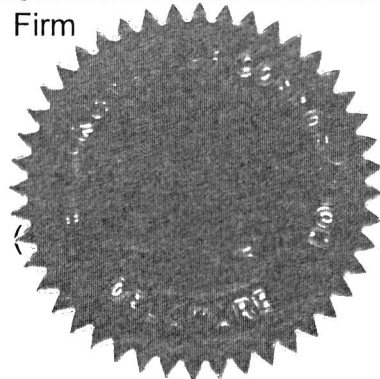
ENGINEER:



Signature

Brent Reuss
Name (Type or Print)

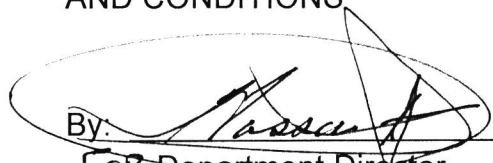
Black + Veatch Corp
Firm



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

For Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WASTEWATER ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-002**

This Amendment is made as of the day of _____, 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 Hazen and Sawyer, P.C. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 13-2904652.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0821 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

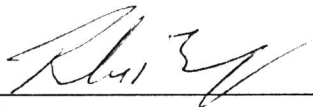
By: _____
Deputy Clerk

By: _____
Mayor

FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WASTEWATER ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-002

WITNESS:

ENGINEER:

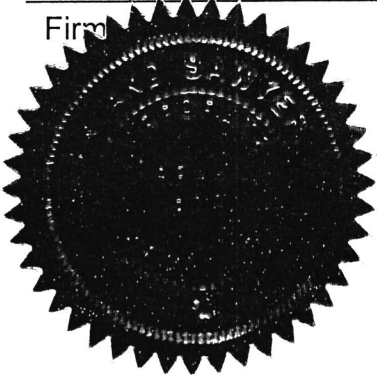

Signature


Signature

Robert B. Taylor, Jr.
Name (Type or Print)

Albert Muniz
Name (Type or Print)

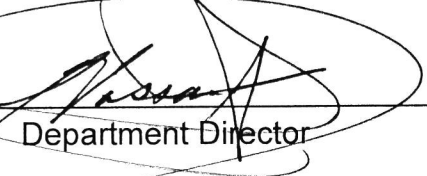
Hazen and Sawyer
Firm



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: 
For Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY HYDROGEOLOGIC ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-003**

This Amendment is made as of the day of _____, 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 ENGINEER, whose Federal I.D. is 45-0496499.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0822 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

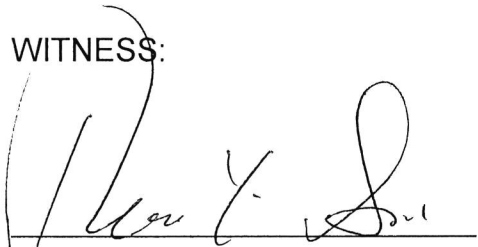
PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY HYDROGEOLOGIC ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-003

WITNESS:


Signature

RANI SMITH
Name (Type or Print)

ENGINEER:


Signature

JAMES L. ANDERSEN
Name (Type or Print)

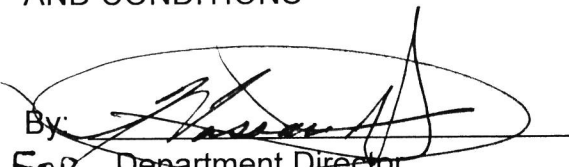
JLA GEOSCIENCES, INC.
Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
For Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
GENERAL UTILITY, ARCHITECTURAL & VALUE
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-004**

This Amendment is made as of the day of _____, 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. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 65-0813121.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0823 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER


PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

**FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
GENERAL UTILITY, ARCHITECTURAL & VALUE
ENGINEERING CONSULTING SERVICE
PROJECT NO. WUD 14-004**

WITNESS:

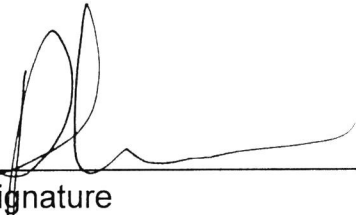


Signature

Rebecca Travis

Name (Type or Print)

ENGINEER:



Signature

Rene L. Mathews

Name (Type or Print)

Mathews Consulting

Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


By: _____
For Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY DISTRIBUTION & COLLECTION SYSTEM
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-005**

This Amendment is made as of the day of _____, 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 Keshavarz & Associates, Inc., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 65-0012481.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0824 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

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ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER


PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY DISTRIBUTION & COLLECTION SYSTEM
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-005


WITNESS:



Signature

Deborah L. Fulgenzi

Name (Type or Print)

ENGINEER:


Signature

Maziar Keshavarz, P.E.

Name (Type or Print)

KESHAVARZ & ASSOCIATES, INC.

Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Public Works Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY DISTRIBUTION & COLLECTION SYSTEM
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-005**

This Amendment is made as of the day of _____, 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 Holtz Consulting Engineers, Inc., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 01-0860983.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0825 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

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ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

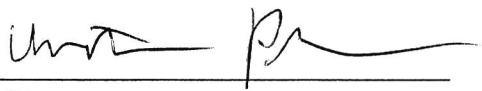
By: _____
Deputy Clerk

By: _____
Mayor

**FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY DISTRIBUTION & COLLECTION SYSTEM
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-005**

WITNESS:

ENGINEER:



Signature



Signature

Matthew Paymer
Name (Type or Print)

Andrea Holtz
Name (Type or Print)

Holtz Consulting Engineers, Inc.
Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney


By: _____
Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY DISTRIBUTION & COLLECTION SYSTEM
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-005**

This Amendment is made as of the day of _____, 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., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 59-0878800.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0826 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk


By: _____
Mayor

FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
UTILITY DISTRIBUTION & COLLECTION SYSTEM
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-005

WITNESS:

ENGINEER:

Debra C. McGray
Signature


Signature

Debra C. McGray, Corp. Secretary
Name (Type or Print)

Thomas A. Biggs, P.E.
Name (Type or Print)

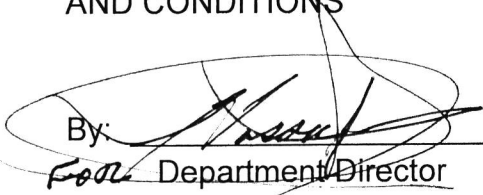
Mock, Roos & Associates, Inc.
Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: 
Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
ELECTRICAL INSTRUMENTATION & TELEMETRY
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-006**

This Amendment is made as of the day of _____, 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., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 65-0469356.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0827 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

**FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
ELECTRICAL INSTRUMENTATION & TELEMTRY
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-006**

WITNESS:

ENGINEER:

Jacki Yasir
Signature

P. Hillers
Signature

Jacki Yasir
Name (Type or Print)

Paul Hillers
Name (Type or Print)

Hillers Electrical Engineering, Inc.
Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: *[Signature]*
For Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
ELECTRICAL INSTRUMENTATION & TELEMETRY
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-006**

This Amendment is made as of the day of _____, 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 Smith Engineering Consultants, Inc., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose Federal I.D. is 65-0924279.

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0828 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
ELECTRICAL INSTRUMENTATION & TELEMTRY
ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-006

WITNESS:

ENGINEER:

Linda C Smith
Signature

[Signature]
Signature

Linda C Smith
Name (Type or Print)

Larry M. Smith, P.E.
Name (Type or Print)

Smith Engineering Consultants, Inc.
Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: [Signature]
For: Department Director

**AMENDMENT NO. 1 TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WATER PLANT & WATER RESOURCES ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-007**

This Amendment is made as of the day of _____, 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 ENGINEER, whose Federal I.D. is 56-0885615. (ms)

In consideration of the mutual promises contained herein, the COUNTY and the ENGINEER agree that the Contract for Engineering/Professional Services entered into by the parties on June 3, 2014, and referenced by County Resolution Number R2014-0829 (hereinafter "the Contract"), is amended as follows:

1. Section 5 – Payment to Engineer; remove Sub-Section 5.6 in its entirety and replace with the following:

5.6 Sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER, unless (a) said sub-consultant was not part of the original design team and (b) the services provided by said sub-consultant were not required in the original scope of work, in which case said sub-consultant services shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%). The additional cost markup will compensate the ENGINEER for the costs to procure and manage the additional sub-consultant and for other financial and administrative costs. Additional sub-consultants and services outside the requirements of the original scope of work shall be approved by the COUNTY in writing prior to performance. Consulting time for the processing and management of the sub-consultant shall not be included in direct costs.

All other provisions in the Contract 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 Amendment No. 1 on Behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

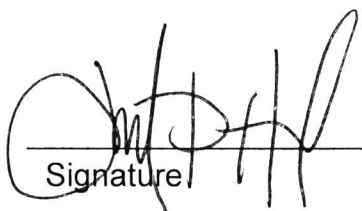
By: _____
Deputy Clerk

By: _____
Mayor


**FIRST AMENDMENT TO
CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES
WATER PLANT & WATER RESOURCES ENGINEERING CONSULTING SERVICES
PROJECT NO. WUD 14-007**

WITNESS:

ENGINEER:



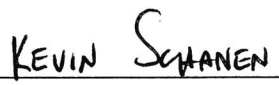
Signature



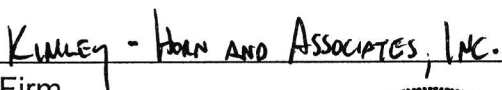
Signature



Name (Type or Print)



Name (Type or Print)



Firm


(Corporate Seal)



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney



For Department Director