

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

Meeting Date: November 20, 2018

Consent **Regular**
 Workshop **Public Hearing**

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments No. 2 to the contracts for environmental assessment services on a continuing contract basis retroactive from September 22, 2018 to September 21, 2019:

- A) AECOM Technical Services, Inc. (R2015-1253), Non-SBE/Local, 7.33% SBE participation to date;
- B) Terracon Consultants, Inc. (R2015-1254), Non-SBE/Local, 20.24% SBE participation to date; and
- C) Eco Advisors, LLC (R2015-1255), SBE/Local, 63.63% SBE participation to date.

Summary: Amendment No. 2 extends the term of three contracts for environmental assessment services for one (1) year through September 21, 2019. The Board approved annual contracts on September 22, 2015, and the original Contracts provided for an initial two (2) year term with three (3) renewal options each for a period of one (1) year. Amendment No. 2 is the second of the three renewal options and will authorize services during the second renewal period retroactively from September 22, 2018 through September 21, 2019. The following is a summary of the SBE commitment, SBE achieved and value of work to date for each of the consultants over the last three years of the contract.

	SBE Commitment	SBE Achieved	Value of Work to Date
AECOM Technical Services, Inc.	19%	7.33%	\$223,223
Terracon Consultants, Inc.	15%	20.24%	\$329,113
Eco Advisors, LLC	93%	63.63%	\$144,328

SBE attainment and value of work by each consultant is a direct function of specific project assignments, scope of work, availability of SBE subconsultants and subcontractors, and the overall contract approach for project completion. Continuous efforts are made during the assignment and performance of work to achieve SBE commitments and maintain a balanced work distribution. However, there are factors that are beyond the control of the consultants and staff, such as the nature of testing required. SBE subcontractor participation was to be achieved through the use of two SBE testing labs, but the tests required by more recent incidents has required specialized analysis that is beyond the capabilities of the SBE labs and therefore required performance by a non-SBE lab. The Office of Small Business Assistance (OSBA) has been made aware of all the reasons for low SBE participation and for those reasons has no objection to the renewal. The unbalanced value of the work among the consultants is mainly a result of a brownfield remediation and a petroleum remediation that were assigned to Terracon for two separate departments. In each case, the continuity in assignment resulted in time and financial savings based on their previous experience. Staff is committed to assigning work during the renewal term to be as responsive to the current work imbalance and SBE attainment as possible given the nature of the work presented. To date each of these firms has successfully provided the professional services required by the County in a timely manner, and they remain committed to continue delivering the professional services required by the County. **(Capital Improvements Division) Countywide (LDC)**

Background and Justification: In accordance with Board adopted procedures, and pursuant to Florida Statute 287.055 (Consultants Competitive Negotiation Act), three firms were selected to perform consulting services on a continuing contract basis. Work is authorized through individual Consultant Services Authorizations when required during the term of these contracts. The initial contract terms are for two (2) years and allowed for three (3) renewals each for a period of one (1) year. Amendments No. 2 will provide services during the second renewal of the contract.

Continued on Page 3

Attachments:

- 1. AECOM Technical Services, Inc. Amendment No. 2
- 2. Terracon Consultants, Inc. Amendment No. 2
- 3. Eco Advisors, LLC. Amendment No. 2

Recommended by: REM Annay Worf 10/11/16
Department Director **Date**

Approved by: RBaker 11/5/18
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No _____
 Does this item include use of federal funds? Yes _____ No x

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____ Project _____

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

Approval of this item has no fiscal impact. Work is awarded through individual Consultant Services Authorizations on an as-needed basis and funded through a specific project budget or other appropriate funding that is available at that time to meet the County's service needs.

C. Departmental Fiscal Review: Ken Sykes 10/22/18

III. REVIEW COMMENTS:

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

Lisa P... 10/25/18
 OFMB 10/24/18

A. J. Jacobson 10/29/18
 Contract Administrator 10/29/18

B. Legal Sufficiency:
Adi Cep... 10/30/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Page 3 - Background and Justification (Cont):

Of these three consultants, only Eco Advisors, LLC (Eco) is itself a SBE. As a result Eco is able to claim 100% SBE achievement for all work it self-performs, and was therefore in a position to make a SBE commitment far in excess of that by the other consultants. A single assignment to Eco during the contract term required an immediate response, which entailed a 39.37% (\$24,785.73) share of work performance by a non-SBE subcontractor. This assignment alone has caused a significant portion of the current deficiency for Eco's SBE commitment, despite Eco's immediate availability and capability to professionally respond in time of need.

The environmental consulting firms have historically had some difficulty achieving their SBE commitment. This is largely due to laboratory analysis and drilling services being the two main services related to these contracts where outside SBE involvement is available. Providers of both services tend to be somewhat specialized while the environmental assessment service contracts are for a broad range of work. For example, there are only two known SBE laboratories that perform environmental analysis, and those are providers of services under the existing contracts. However, neither provides the advanced analytical analysis that is required for certain projects, including some that have been the subject of services under these contracts and particularly sampling-intensive work that has been performed by Eco. In these cases the analysis must be performed by larger laboratories that are not a SBE. As for drilling services in the environmental field, this is typically performed using direct push technology (DPT) due to time and cost advantages. None of the three known SBE drilling firms provide DPT services. Only one of those three performs conventional environmental well drilling. These drilling limitations has served as a particular disadvantage to AECOM due to drilling falling within the scope of multiple assignments. In fact, were a single project that required drilling to be removed from AECOM's assignments under this contract, their SBE attainment would rise to 19.97% all else equal, with all of the remaining deficit in SBE attainment by AECOM to date being attributed to the lab analysis limitations explained above. In light of these factors, all of the consultants currently under contract and any others that would have potential to perform this same service are limited in their opportunities to utilize SBE firms to complete certain work that falls under the scope of these contracts.

Terracon Consultants, Inc. (Terracon) is the only firm currently meeting or exceeding its SBE commitment. This is a direct result of a single, large project that had a SBE subcontractor to perform a large share of the services toward project completion. Absent that project their SBE percentage would be 4.37%. There has only been one other project during the term of these contracts having an equivalent opportunity for SBE participation. However, this same scope of work in that instance was assigned to a Construction Manager for completion through a project-specific contract. This demonstrates that SBE attainment is not only affected by the nature, amount and timing of work to be performed, but also the contractual approach to accomplish all necessary services to accomplish work or achieve project completion.

The unbalanced value of work between the three consultants is mainly a result of two specific assignments to Terracon: a brownfield remediation project being managed by the Department of Housing and Economic Sustainability (DHES), and a petroleum remediation project related to the Florida Department of Environmental Protection Pre-Approval Advanced Cleanup Program that is being managed by the Department of Airports (DoA). These two projects alone comprise 84% of Terracon's value of work during the term of this contract. The decision to award these assignments to Terracon related to their satisfactory past performance of equivalent work on brownfield remediation with DHES and prior services satisfactorily performed on the same petroleum remediation project with DoA. This continuity of service lends to time, expense and overall work efficiencies to the benefit of the County.

Beyond these realities alone, the current summary is but a snapshot in time. The nature of some approaching work will afford the ability to utilize the SBE laboratories; thereby increasing SBE participation to some extent in the near term. In addition, efforts can and will be made to assign future work in a manner that responds to the current imbalance in value of work across these three consultants while continuing to strike a delicate balance with the County's service needs. The Office of Small Business Assistance (OSBA) has been made aware of all of the above in preparation of this agenda item and has indicated having no objection to this second renewal given the foregoing.

It is the consensus of Facilities Development & Operations (FD&O) that these firms have successfully provided the professional services required by the County, in a good and timely manner, and combined provide an effective complement of service providers to satisfy the County's needs for the scope of services that fall within the authorized scope of these contracts. It is the desire of each consultant and FD&O that they continue to provide professional services. Amendments No. 2 will maintain the continuous professional services required by the County.

**AMENDMENT NO. 2 TO CONTINUING CONTRACT FOR
ENVIRONMENTAL ASSESSMENT SERVICES**

This is Amendment No. 2 dated _____ to the Contract (R2015-1255) dated September 22, 2015, as previously amended by Amendment No. 1 dated September 26, 2017 (R2017-1308) (collectively the "Contract") 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 Technical Services, Inc., authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

WHEREAS, the parties have entered into the 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 extend it for an additional one (1) year period.

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 term of this Contract is renewed for one (1) additional year through September 21, 2019.

2. ***Section 8.27 of the Contract is replaced in its entirety with the following:***

8.27 SCRUTINIZED COMPANIES.

8.27.1 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

8.27.2 When contract value is greater than \$1 million: 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 or is engaged in business operations in Cuba or Syria.

8.27.3 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

3. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

4. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

CONSULTANT: AECOM Technical Services, Inc.

Signature

Signature

Name (type or print)

Name (type or print)



Title

(Corporate Seal)

**AMENDMENT NO. 2 TO CONTINUING CONTRACT FOR
ENVIRONMENTAL ASSESSMENT SERVICES**

This is Amendment No. 2 dated _____ to the Contract (R2015-1254) dated September 22, 2015, as previously amended by Amendment No. 1 dated September 26, 2017 (R2017-1309) (collectively the "Contract") 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 Terracon Consultants, Inc., authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

WHEREAS, the parties have entered into the 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 extend it for an additional one (1) year period.

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 term of this Contract is renewed for one (1) additional year through September 21, 2019.

2. ***Section 8.27 of the Contract is replaced in its entirety with the following:***

8.27 SCRUTINIZED COMPANIES.

8.27.1 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

8.27.2 When contract value is greater than \$1 million: 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 or is engaged in business operations in Cuba or Syria.

8.27.3 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

3. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

4. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

CONSULTANT: Terracon Consultants, Inc.

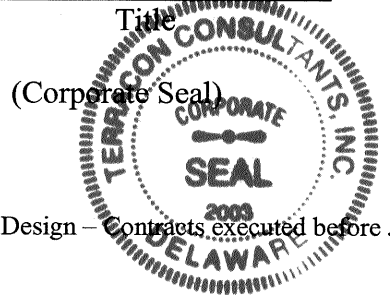
[Signature]
Signature

[Signature]
Signature

Cindy J. Cornell
Name (type or print)

Michael J. Yost
Name (type or print) *PLC*

Corporate Secretary



**AMENDMENT NO. 2 TO CONTINUING CONTRACT FOR
ENVIRONMENTAL ASSESSMENT SERVICES**

This is Amendment No. 2 dated _____ to the Contract (R2015-1255) dated September 22, 2015, as previously amended by Amendment No. 1 dated September 26, 2017 (R2017-1310) (collectively the "Contract") 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 Eco Advisors, LLC, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

W I T N E S S E T H

WHEREAS, the parties have entered into the 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 extend it for an additional one (1) year period.

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 term of this Contract is renewed for one (1) additional year through September 21, 2019.
2. *Section 8.27 of the Contract is replaced in its entirety with the following:*

8.27 SCRUTINIZED COMPANIES.

8.27.1 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

8.27.2 **When contract value is greater than \$1 million:** 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 or is engaged in business operations in Cuba or Syria.

8.27.3 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

3. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

4. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

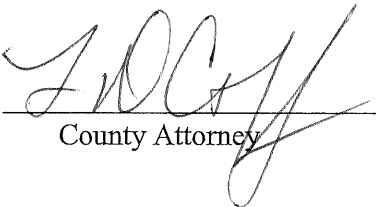
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

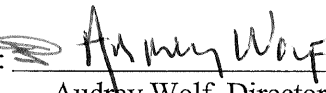
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

CONSULTANT: Eco Advisors, LLC


Signature


Signature

Steven A. Snyder
Name (type or print)

JOHN R. POGGI
Name (type or print)

PRESIDENT/MANAGING MEMBER
Title

(Corporate Seal)