

**UTILITY SPECIAL DISTRICT  
BOARD OF DIRECTORS MEETING  
AGENDA**

**CHAMBERS  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404**

**TUESDAY, FEBRUARY 21, 2017  
6:00 PM**

***NOTICE***

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDING SHALL, CONTACT THE EXECUTIVE ASSISTANT AIDE AT 561-845-4185 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

**DISTRICT BOARD OF DIRECTORS**

**TERENCE. D. DAVIS, BOARD CHAIRPERSON  
(DISTRICT 5)  
KaSHAMBA MILLER-ANDERSON, CHAIR PRO-TEM  
(DISTRICT 2)  
LYNNE L. HUBBARD, BOARD MEMBER  
(DISTRICT 1)  
TONYA DAVIS JOHNSON, BOARD MEMBER  
(DISTRICT 3)  
DAWN S. PARDO, BOARD MEMBER  
(DISTRICT 4)  
MAYOR THOMAS A MASTERS  
(Ex-Officio Board Member)**

**ADMINISTRATION**

**Danny D. Jones, Interim City Manager  
Executive Director of Utility Special District**

**Assistant Executive Director of Utility Special District**  
**Claudene L. Anthony, CMC, District Clerk**  
**Andrew DeGraffenreidt, District Attorney**  
**Randy Sherman, District Finance Director**

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PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Utility Special District Board of Directors with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

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LOBBYING - ORDINANCE 4001 ADOPTED SEPTEMBER 2011

Lobbyist registration and reporting forms are available for you online and in Print. Forms can be obtained in the Office of the City Clerk and in the Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

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ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM, PLEASE FILL OUT A SALMON PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY BOARD OF DIRECTORS FOR DISCUSSION. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA. MEMBERS OF THE PUBLIC WILL BE GIVEN THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD AND SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

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**CALL TO ORDER**

**Roll Call**

**Invocation**

**Pledge of Allegiance**

**AGENDA Approval**

**Additions, Deletions, Substitutions**

**Disclosures by Board of Directors**

**Adoption of Agenda**

**Comments From the Public on Consent Agenda (Three Minute Limitation Total)**

**CONSENT AGENDA**

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

**MINUTES**

1. **MINUTES OF THE UTILITY SPECIAL DISTRICT MEETING  
HELD JANUARY 25, 2017**

**RESOLUTIONS**

2. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH P.J.'S LAND CLEARING & EXCAVATING, INC. OF LAKE WORTH, FL BY PIGGY-BACKING ON THEIR CONTRACT WITH THE CITY OF LAKE WORTH FOR AN AMOUNT NOT TO EXCEED \$49,500 FOR LIME SLUDGE HAULING SERVICES AT THE UTILITY DISTRICT'S WATER TREATMENT PLANT; AUTHORIZING THE DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1437-533-0-5208; AND PROVIDING AN EFFECTIVE DATE.

**END OF CONSENT AGENDA**

**AWARDS AND PRESENTATIONS**

**PUBLIC HEARINGS**

**REGULAR AGENDA**

3. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO IMPROVEMENTS TO AVENUE U RE-PUMP STATION TO PROVIDE QUALITY WATER TO THE WESTERN PORTION OF THE SERVICE AREA; AUTHORIZING THE PURCHASING DEPARTMENT TO NEGOTIATE PRICING TERMS AND CONDITIONS; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AGREEMENT BETWEEN THE UTILITY DISTRICT BOARD AND GLOBALTECH, INC. OF BOCA RATON, FLORIDA; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED FROM ACCOUNT 413-1437-533-0-6302; AND PROVIDING AN EFFECTIVE DATE.
4. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO REQUEST FOR PROPOSAL NUMBER 848-17-1 FOR CONSULTING ENGINEERING FIRMS FOR WATER AND WASTEWATER; AUTHORIZING THE PURCHASING DEPARTMENT TO NEGOTIATE PRICING TERMS AND CONDITIONS; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND CITY

CLERK TO EXECUTE AGREEMENTS BETWEEN THE UTILITY DISTRICT BOARD AND THE FIRST RANKED FIRM, BFA ENVIRONMENTAL CONSULTANTS AND THE SECOND RANKED FIRM, CHEN MOORE AND ASSOCIATES; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED; AND PROVIDING AN EFFECTIVE DATE.

5. RESOLUTION NO. \_\_\_\_ A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO C-SOLUTIONS, INC. FOR CONTINUATION OF ENGINEER OF RECORD AND ENGINEERING CONSULTANT SERVICES FOR LIFT STATION 10 AND 50; AUTHORIZING THE PURCHASING DEPARTMENT, EXECUTIVE UTILITY DIRECTOR AND CITY MANAGER TO NEGOTIATE PRICING TERMS AND CONDITIONS; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AGREEMENTS BETWEEN THE UTILITY DISTRICT BOARD AND C-SOLUTIONS, INC., AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED; AND PROVIDING AN EFFECTIVE DATE.
6. RESOLUTION NO. \_\_\_\_ A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE OF THE FIRST AMENDMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE TOWN OF MANGONIA PARK, FLORIDA, FOR PROVISION OF WATER SERVICE; AND PROVIDING AN EFFECTIVE DATE.

#### **END OF REGULAR AGENDA**

**COMMENTS FROM THE PUBLIC - Non Agenda Item Speakers (Three Minute Limitation)** Public Comment should be restricted to issues, matters, or topics pertinent to the City of Riviera Beach. Please be reminded that the City Council has adopted Rules of Decorum Governing Public Conduct During Official Meetings, which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the District Board Chairperson may have any disruptive speaker or attendee removed from the podium from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

#### **DISCUSSION AND DELIBERATION**

7. REQUEST FROM BROWN & ASSOCIATES COPY SERVICES PAYMENT.

#### **DISCUSSION BY THE EXECUTIVE DIRECTOR OF THE UTILITY SPECIAL DISTRICT OR THE CITY MANAGER**

8. BEVIN BEAUDET PROGRESS REPORT



**STATEMENTS BY THE DISTRICT BOARD**

**ADJOURNMENT**

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

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**Subject:** MINUTES OF THE UTILITY SPECIAL DISTRICT MEETING HELD JANUARY 25, 2017

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**Recommendation/Motion:** APPROVE THE MINUTES OF THE UTILITY SPECIAL DISTRICT MEETING HELD JANUARY 25, 2017.

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<b>Originating Dept</b>	OFFICE OF THE CITY CLERK	<b>Costs</b>
<b>User Dept.</b>	ALL	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
25JAN17.docx	MINUTES OF THE UTILITY SPECIAL DISTRICT MEETING HELD JANUARY 25, 2017	2/14/2017	Minutes

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Robinson, Claudene	Approved	2/14/2017 - 4:28 PM

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
UTILITY SPECIAL DISTRICT MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
MONDAY, JANUARY 25, 2017, 2016 AT 6:00 P.M.**

(The following may contain unintelligible or misunderstood words due to the recording quality.)

**CALL TO ORDER**

**BOARD CHAIR DAVIS:** Good evening, welcome back. We're now getting prepared for our Wednesday night, January 25<sup>th</sup> Utility District and welcome to the wonderful, once again, City of Riviera Beach.

**ROLL CALL**

**BOARD CHAIR DAVIS:** Madam Clerk, roll call, please.

**DEPUTY DISTRICT CLERK BURGESS:** Board Chair Terence Davis?

**BOARD CHAIR DAVIS:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** Board Pro Tem KaShamba Miller-Anderson?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Lynne Hubbard?  
[Pause]. Board Member Tonya Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Here.

**BOARD MEMBER HUBBARD:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Dawn Pardo?

**BOARD MEMBER PARDO:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Mayor Masters?

**MAYOR MASTERS:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Interim Manager Danny Jones?

**INTERIM CITY MANAGER JONES:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** Deputy District Clerk Jacqueline Burgess is present. District Attorney Andrew Degraffenreidt?

**DISTRICT ATTORNEY DEGRAFFENREIDT:** Here.

**BOARD CHAIR DAVIS:** Let the record reflect that Councilperson Hubbard did state that she's here.

**BOARD MEMBER HUBBARD:** And the Mayor.

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

**BOARD CHAIR DAVIS:** We'll stand for a moment of silence and the pledge will be led by Mayor Masters.

[Moment of silence]

**MAYOR MASTERS:** Shall we pledge?

**ALL:** I pledge allegiance to the Flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible with liberty and justice for all.

**BOARD CHAIR DAVIS:** Alright.

**UNK:** You too far behind.

### **ADDITIONS, DELETIONS, SUBSTITUTIONS**

**BOARD CHAIR DAVIS:** Mr. Jones, do we have any additions, deletions or substitutions?

**INTERIM CITY MANAGER JONES:** Since the Agenda was originally published, we added Item No. 4, but because of the length of the previous meeting, I'd like to delete Item No. 4, which is discussion and deliberation.

**BOARD CHAIR DAVIS:** Okay.

**INTERIM CITY MANAGER JONES:** Stormwater, trash assessment on the tax roll.

**BOARD CHAIR DAVIS:** Okay.

**UNK.:** Okay.

**BOARD CHAIR DAVIS:** That'd be all?

**INTERIM CITY MANAGER JONES:** That's it, sir.

## **AGENDA APPROVAL**

**BOARD CHAIR DAVIS:** Do we have a motion to approve the Agenda?

**BOARD MEMBER DAVIS JOHNSON:** So...

**BOARD MEMBER PARDO:** So moved.

**BOARD MEMBER DAVIS JOHNSON:** ...moved. Second.

**BOARD CHAIR DAVIS:** Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Davis?

**BOARD CHAIR DAVIS:** Yes. Great. Now we're gonna go to Item number...

**BOARD MEMBER DAVIS JOHNSON:** Need to prove Consent.

## **CONSENT AGENDA**

**BOARD CHAIR DAVIS:** We're gonna go to Consent. I'm sorry. We do have, what, two Items on Consent. Anyone wanna pull any Consent Items?

**INTERIM CITY MANAGER JONES:** Mr. Chair?

**BOARD CHAIR DAVIS:** Yes.

**INTERIM CITY MANAGER JONES:** I'd like to clarify the Agenda.

**BOARD CHAIR DAVIS:** Mhmm.

**INTERIM CITY MANAGER JONES:** And I thought that the new Agenda was distributed to you.

**BOARD CHAIR DAVIS:** Mhmm.

**INTERIM CITY MANAGER JONES:** The only Item we'd like to have considered for Consent tonight would be the Item as it relates to [pause]...

**BOARD MEMBER PARDO:** Lift Station 10.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** This is the new one they gave us.

**INTERIM CITY MANAGER JONES:** The new one, Item No. 2?

[Inaudible dais comment]

**BOARD CHAIR DAVIS:** Mhmm.

**INTERIM CITY MANAGER JONES:** Okay. I'm making sure that he's on No. 2. Item No. 2 is the only Item we'd like to have considered for Consent.

**BOARD CHAIR DAVIS:** Okay.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Yeah.

**INTERIM CITY MANAGER JONES:** Alright.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** That's it.

**BOARD CHAIR DAVIS:** Item 1 and 2.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** And Minutes. Yeah.

**BOARD CHAIR DAVIS:** Does...

**BOARD MEMBER PARDO:** So moved.

**BOARD CHAIR DAVIS:** ...anyone... Is there a second?

**BOARD MEMBER HUBBARD:** Second.

**BOARD CHAIR DAVIS:** Alright. Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

[Inaudible dais background comment]

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Hold on, hold on. [Inaudible] I just had one quick question.

**BOARD MEMBER PARDO:** It's just minutes.

**BOARD MEMBER DAVIS JOHNSON:** Oh. Oh, yes.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Wait a minute.

**DEPUTY DISTRICT CLERK BURGESS:** No.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** What did... No. No. 2 is under Consent.

**DEPUTY DISTRICT CLERK BURGESS:** Consent and 1, is 1 and 2.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** I wanna pull 2.

**BOARD MEMBER HUBBARD:** The only thing under Consent...

**INTERIM CITY MANAGER JONES:** You wanna pu'...

**BOARD CHAIR DAVIS:** I asked...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Huh?

**BOARD CHAIR DAVIS:** ...if anyone wanna pull...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** I know but we all obviously...

**BOARD CHAIR DAVIS:** Okay. Let's...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** ...are confused.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**DISTRICT ATTORNEY DEGRAFFENREIDT:** [Inaudible].

**BOARD MEMBER DAVIS JOHNSON:** Let's go back.

**BOARD CHAIR DAVIS:** Okay. Let's...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Wanna start over again?

**BOARD CHAIR DAVIS:** Yeah. Let's start over.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**BOARD CHAIR DAVIS:** We're gonna approve...



**UNK:** [Inaudible]...

**BOARD CHAIR DAVIS:** ...Consent...

**BOARD MEMBER DAVIS JOHNSON:** So we have two Items on Consent.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** With pulling No. 2.

**BOARD CHAIR DAVIS:** Well could..., ask Councilperson Pardo, Commissioner Pardo to...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** No. To, um...

**BOARD CHAIR DAVIS:** ...rescind her motion for Consent?

[Inaudible dais whisper]

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** You need to get this...

**BOARD CHAIR DAVIS:** Or to amend her motion with Item 1..., no, Item 2 being pulled?

**BOARD MEMBER PARDO:** Yeah. That's fine.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** You have ta'..., that's a new set...

**BOARD CHAIR DAVIS:** Second?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** ...Tonya.

**BOARD MEMBER DAVIS JOHNSON:** Um, [inaudible]...

**BOARD CHAIR DAVIS:** Does your second still stand?

[Inaudible dais comments]

**BOARD MEMBER PARDO:** Yes.

**BOARD MEMBER DAVIS JOHNSON:** No. She put my stuff in.

**BOARD CHAIR DAVIS:** Madam Clerk.

[Ringtone]

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** That's... Did you get the new one?

**BOARD MEMBER DAVIS JOHNSON:** Yeah. 2 is a Resolution. Then, we have Minutes and we have a Resolution, under Consent.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Oh, you got that?

**BOARD MEMBER PARDO:** Yeah.

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Oh, okay.

**BOARD MEMBER DAVIS JOHNSON:** So, we're approving the Consent Agenda?

**BOARD MEMBER PARDO:** Right.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** With pulling 2.

**BOARD CHAIR DAVIS:** [Stammer].

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** No. 2. No. 2 is under Consent.

[Pause]

**UNK.:** Okay.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** There's a new one. You...

**BOARD CHAIR DAVIS:** Okay.

**BOARD MEMBER DAVIS JOHNSON:** Yeah. But...

**BOARD CHAIR DAVIS:** [Inaudible]...

**BOARD MEMBER DAVIS JOHNSON:** ...I'm just trying to...

**BOARD CHAIR DAVIS:** I, I already got an...

**BOARD MEMBER DAVIS JOHNSON:** ...understand why we're...

**BOARD CHAIR DAVIS:** ...amended motion...

**BOARD MEMBER DAVIS JOHNSON:** ...pulling 2.

**BOARD CHAIR DAVIS:** Okay. We have an amended motion with Item..., by Pardo, Item 2 being pulled and approving Item No. 1.

[Inaudible dais comment]

**BOARD CHAIR DAVIS:** Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board...

**BOARD MEMBER DAVIS JOHNSON:** No. No. Wait. Clarify this. What are we doing?

**BOARD CHAIR DAVIS:** The mo'...

**INTERIM CITY MANAGER JONES:** Mr. Chair? May I?

**BOARD MEMBER DAVIS JOHNSON:** Because I thought we..., I thought what, what the Ma'..., what the Manager said was the only thing we were to consider, they wanted us to consider tonight was the Lift Station 1, um, 10 and 50? Isn't that what was said?

**INTERIM CITY MANAGER JONES:** No, ma'am.

**BOARD CHAIR DAVIS:** No. That's not what he said.

**INTERIM CITY MANAGER JONES:** There was an amended Agenda after the retreat...

[Inaudible dais comment]

**INTERIM CITY MANAGER JONES:** ...to include a discussion Item...

**BOARD CHAIR DAVIS:** Which is 4.

**INTERIM CITY MANAGER JONES:** ...which is Item 4...

**BOARD MEMBER PARDO:** Right.

**INTERIM CITY MANAGER JONES:** ...on the amended Agenda.

**BOARD MEMBER DAVIS JOHNSON:** Right. I heard you say that.

**INTERIM CITY MANAGER JONES:** Okay?

**BOARD MEMBER DAVIS JOHNSON:** Let's pull that. But then, I thought you also said the one Item on the Agenda that you wanted considered was the third Item. No?

**INTERIM CITY MANAGER JONES:** No. I said there's only one Item we wanted to consider under the Consent, which would be the frequency drive units for \$48,067.50.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**INTERIM CITY MANAGER JONES:** But since that time, Mrs. Miller-Anderson requested that it be pulled and added to the Regular Agenda.

**BOARD CHAIR DAVIS:** And Councilperson Pardo, Commissioner Pardo sta'..., made the motion to approve Consent with Item 2 being pulled.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**BOARD CHAIR DAVIS:** Clerk.

**BOARD MEMBER DAVIS JOHNSON:** I'm clear.

**INTERIM CITY MANAGER JONES:** Okay.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Pro Tem Miller-Anderson?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Davis?

**BOARD CHAIR DAVIS:** [Whisper: Yes].

[Chuckle]

## **2. ITEM NO. 2**

**BOARD CHAIR DAVIS:** Item No. 2.

**DEPUTY DISTRICT CLERK BURGESS:** RESOLUTION NO. A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING PURCHASE OF TWO VARIABLE FREQUENCY DRIVE UNITS FOR THE OPERATION OF LIFT STATION 1A WITH CONDO ELECTRIC AND MOTOR, A FLORIDA CORPORATION, AS PART OF THE PRE- QUALIFICATION POOL OF VENDORS; CONTRACT NUMBER 850-17-1 IN THE AMOUNT OF \$48,067.50; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT 413-1438-535-0-6301.

**BOARD CHAIR DAVIS:** Do we have a motion?

**BOARD MEMBER DAVIS JOHNSON:** So moved.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Second.

**BOARD CHAIR DAVIS:** Properly moved and second. Vice Chair?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Uh, presentation.

**BOARD CHAIR DAVIS:** Okay.

**ITNREIM EXECUITVE DIRECTOR PERRY:** [Stammer]. Good evening, Counc'..., District Board. You have before you, a request from Staff to approve a Resolution for the purchase of two variable frequency drives. At Lift Station No., I wanna get..., Lift Station on Avenue H West. Both of those units are old and we can't find any parts for it. Both of 'em went down a couple of weeks ago, therefore, the Lift Station was riding..., is being operated on a generator. So, we had to make an emergency purchase, find a new company that had up to date variable frequency drives to install 'em and..., purchase 'em and install 'em. They started the installation of at least one a couple of days ago and in the process of trying to order another one. So basically, it was an emergency purchase that we had to have in order to keep that Lift Station pumping. It's vital to the operation of this part of the, um, of the City. And you have before you a request from Staff.

**BOARD CHAIR DAVIS:** Thank you.

**ITNREIM EXECUITVE DIRECTOR PERRY:** Mhmm.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**BOARD CHAIR DAVIS:** Any other questions?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** No.

**BOARD CHAIR DAVIS:** Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Pro Tem Miller-Anderson?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Person Davis?

**BOARD CHAIR DAVIS:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**BOARD CHAIR DAVIS:** Thank you.

### **END OF CONSENT AGENDA**

**BOARD CHAIR DAVIS:** Thank you. That's the end of Consent at the time.

### **AWARDS AND PRESENTATIONS**

**BOARD CHAIR DAVIS:** Any awards and presentations? [Pause].

**INTERIM CITY MANAGER JONES:** None.

**BOARD CHAIR DAVIS:** None.

### **PUBLIC HEARINGS**

**BOARD CHAIR DAVIS:** Public hearings? [Pause]. None.

### **REGULAR AGENDA**

#### **3. ITEM NO. 3**

**DEPUTY DISTRICT CLERK BURGESS:** RESOLUTION NO. A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING CONTRACT WITH WHARTON SMITH, INC. A FLORIDA CORPORATION, FOR COMPLETION OF WORK AT LIFT STATION 10 AND 50; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT 413-1438-535-0-6301 AND PROVIDING AN EFFECTIVE DATE.

**BOARD MEMBER PARDO:** So moved.

**BOARD MEMBER DAVIS JOHNSON:** Second.

**BOARD CHAIR DAVIS:** Properly moved and second. Staff.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Yes. I just wanna give a, a brief background for the public. Back in May.., on May 6, 2015, five companies responded to an RFP to rehabilitate Lift Stations 10 and 50. On August 5, 2015, the District Board entered into an agreement with C Solu'.., I mean, Close Construction in the amount of \$3,799,000 and approved that agreement with C Solutions as the engineering firm to monitor and, and make sure the project was functioning. Close Construction was issued a letter of [stammer] to proceed on October 7, 2015 to proceed with the project. During the process of trying to

complete the project, it.., we, uh, Staff had various concerns about how the project was moving along. So, as a result, we hired Mr. Malcolm Cunningham, Attorney at Law to represent the City and try to help us navigate through some of the issues that we were having.

As you know, the Board made se'.., the Staff made several reports to the District Board, keeping you abreast of what was going on with those activities and we also, based on the Board's recommendation, we wrote several letters indicting that if, if things don't get back on track, that we were gonna have no alternative but take additional action. On October 24, 2016, after a, a discussion with the, with the Board, we agreed, the Board agreed to terminate the agreement with Close Construction. On October 25<sup>th</sup>, Mr. Cunningham wrote a letter to Close Construction and the surety company saying that the mee'.., the night before, that the Board, District Board, agreed to terminate the agreement and, under the terms of the agreement, we were no'.., putting the surety company on notice that the City intended to take additional action. On November 4, 2016, Hartford retained the services of Bruce King and, who's an Attorney at Law and Don Eckler who's a, I believe he's an engineer. And, we met with Staff, went over some of the issues. They also contacted Close Construction, they talked about the project. Close had some concerns about the contract itself. We had some concerns, however, they wanted to ki'.., they wanted to maybe, as one of the options, let Close continue with the agreement but under their control and we said, basically, the ter'.., the contract was terminated by the District, we need other options.

After that, we went backwards and forth with, with the surety company trying to come to some resolution and trying to get this project moving again. At the end of November, early December, the surety company, Hartford, contacted two of the original vendors that bid on the agreement that the City, City put out for RFP, along with another vendor and asked them for a bid to complete this project. So they received the bids back in, I think around December 26<sup>th</sup> and only two companies responded, um, Wharton and an additional company that applied to the City. I, I have it here, I just can't think of it right now. The third company did not apply. Well, based on...

**UNK.:** [Inaudible whisper].

**INTERIM EXECUTIVE DIRECTOR PERRY:** I'm sorry?

**UNK.:** Florida Design.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Florida Design, I'm sorry. Florida Design and Wharton Smith are the two companies that responded to the bid. Florida, uh, Wharton Smith had a, a return to bid of about \$1.8M and I think Florida Design had a bid of a little over three, \$3,000,000. So, the surety company wanted to go with Wharton Smith. However, when they wrote the letter to the City, there was certain issues that they wanted the City to sign off on, saying basically, you.., we're, we're giving everything over back to the City and, and trying to, I guess, eliminate any additional liability.., Mr. Cunningham.., Mr. Degraffenreidt.., any additional liability on behalf of the surety company. Well, our attorney did not agree with that language and, as such, he recommended that we move forward, as

a City, and contract with..., under Wharton Smith with their, um, with their price that they submitted and go ahead and complete the project. However, we'll use the additional funds that are already in, that we have, that we have not paid to Close Construction but we will seek damages from Hartford and we will look to recoup some of the cost that we paid to keep and maintain those systems and things that needed to be done. As part of that component, some of the engineering services that we had to utilize in order to try to go backwards and forth and try to keep that project going with Close Construction, we're also looking at trying to recoup some of those costs.

So, what you have before you tonight is a request from Staff that you approve this, this agreement with Wharton Smith, who was actually the third highest or lowest bidder under the original RFP...

**BOARD CHAIR DAVIS:** Mhmm.

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...to complete this project. You've heard a lot about this project, especially the Lift Station that only..., that's maintained on the Island that, that, that's very vital to that operation. It's the only one that they have on that particular side of the Island and also the one over on Avenue U. We wanna complete these projects. It's, it's vital 'cause we have other projects that have to be completed in the future.

**BOARD CHAIR DAVIS:** Mhmm.

**INTERIM EXECUTIVE DIRECTOR PERRY:** But, uh, we, we want you to look at this contract and, and approve it if you could and we'll bring back a, a analysis on the engineering service because we understand there's probably gonna be additional cost.

With that, I'll take any questions.

**BOARD CHAIR DAVIS:** Mr....

**BOARD MEMBER PARDO:** Mr....

**BOARD CHAIR DAVIS:** ...Perry.

**BOARD MEMBER PARDO:** ...Chair?

**BOARD CHAIR DAVIS:** Oh.

**BOARD MEMBER PARDO:** Alright. Go ahead.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Yes, sir.

**BOARD CHAIR DAVIS:** Quick question.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.



**BOARD CHAIR DAVIS:** Has..., the analysis that'll come back, will it have a, a time..., potential timeframe that this project will be complete once we enter into an agreement with the, the new company.

**INTERIM EXECUTIVE DIRECTOR PERRY:** I believe it was 180 days that...

**BOARD CHAIR DAVIS:** Okay.

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...they're recommending that they'll [stammer] indicating that they'll, they'll have the project done in 180 days.

**BOARD CHAIR DAVIS:** Okay. So that's about six months, right?

**INTERIM EXECUTIVE DIRECTOR PERRY:** Yes, sir.

**BOARD CHAIR DAVIS:** Okay.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.

**BOARD CHAIR DAVIS:** Counc'..., Commissioner Pardo.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.

**BOARD MEMBER PARDO:** Okay. So, when is the project..., if we approve this tonight, when is the project gonna start again?

**INTERIM EXECUTIVE DIRECTOR PERRY:** Well, once [stammer], if you approve it tonight, we'll engage with them and probably come up with a date. Hopefully, it will be in the next 25 to 30 days. Well, once we start to engage them, before they start gettin' boots on the ground and start doing anything but, you know, all the preliminary work will start.

**BOARD MEMBER PARDO:** So they know that this...

**INTERIM EXECUTIVE DIRECTOR PERRY:** Yeah.

**BOARD MEMBER PARDO:** ...is something...

**INTERIM EXECUTIVE DIRECTOR PERRY:** Yes. We, we've...

**BOARD MEMBER PARDO:** This is a high...

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...stressed...

**BOARD MEMBER PARDO:** ... priority and...

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...and, and I think some of the, uh, the company was gonna try to make it tonight.

**BOARD MEMBER PARDO:** Residents...

**INTERIM EXECUTIVE DIRECTOR PERRY:** [Stammer]...

**BOARD MEMBER PARDO:** ...have been dealing with that.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Correct. Also, by the way, Mr. Cunningham was gonna be here but he had an emergency so he couldn't, he couldn't make it. I just wanted to point that out also.

**BOARD MEMBER PARDO:** Right. Thank you.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.

**BOARD CHAIR DAVIS:** Any other questions?

**BOARD MEMBER DAVIS JOHNSON:** Just one quick question?

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.

**BOARD MEMBER DAVIS JOHNSON:** Mr. Chair?

**BOARD CHAIR DAVIS:** Yes.

**BOARD MEMBER DAVIS JOHNSON:** On the standard form of agreement, the, the, uh, there's another contract that is coming back or is this it?

**INTERIM EXECUTIVE DIRECTOR PERRY:** No. This is contract...

**BOARD CHAIR DAVIS:** This is...

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...for, for...

**BOARD MEMBER DAVIS JOHNSON:** So there's...

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...Wharton.

**BOARD MEMBER DAVIS JOHNSON:** ...no indication of term in here. Is there a reason why? We just asked..., I, I don't see it and maybe I'm missing it?

**INTERIM EXECUTIVE DIRECTOR PERRY:** I think it was in..., I, I..., I have to look and see but I remember the 180 days was in their Letter of Engagement.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**BOARD MEMBER PARDO:** Yeah.

**INTERIM EXECUTIVE DIRECTOR PERRY:** But I'll...

**BOARD MEMBER PARDO:** That's [inaudible]...

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...definitely find it and get it to you. But now, one thing about this contract, what we did is try to make this contract mirror the original contract in term [stammer] as it relates to the terms of agreement. So, the, the original agreement that we signed with Close, we wanted them to honor that same agreement but with just a different price.

**BOARD MEMBER DAVIS JOHNSON:** Gottcha.

**INTERIM EXECUTIVE DIRECTOR PERRY:** So, I wanted you to know that.

**BOARD MEMBER DAVIS JOHNSON:** Thank you.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.

[Inaudible dais comment]

**BOARD CHAIR DAVIS:** Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Pro Tem Miller-Anderson?

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Chair Davis?

**BOARD CHAIR DAVIS:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**BOARD CHAIR DAVIS:** Alright. So we, so we don't have an Item No. 5, correct?

**BOARD MEMBER DAVIS JOHNSON:** We just have... Yeah. 5 is, [inaudible]...

**INTERIM CITY MANAGER JONES:** Okay.

**BOARD CHAIR DAVIS:** So, what we'll do is, we'll go to public comment.

**DEPUTY DISTRICT CLERK BURGESS:** There is a 5.

**BOARD CHAIR DAVIS:** There's a 5?

**BOARD MEMBER DAVIS JOHNSON:** Yeah. Under the [inaudible]...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Mr. Beaudet.

**BOARD MEMBER DAVIS JOHNSON:** Mr., Mr. Beaudet's progress report.

**BOARD CHAIR DAVIS:** Oh, I'm sorry.

**INTERIM EXECUTIVE DIRECTOR PERRY:** We deleted...

**BOARD CHAIR DAVIS:** Mr. Beaudet's report.

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...Item No. 4.

**BOARD CHAIR DAVIS:** Okay. 4 was [inaudible].

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Right. Yeah.

## **5. ITEM NO. 5**

### **PROGRESS REPORT BY BEVIN BEAUDET**

**MR. B. BEAUDET:** Mr....

**BOARD CHAIR DAVIS:** Apologize.

**MR. B. BEAUDET:** ...Chair, Members of the Utility Board. Bevin Beaudet, your technical consultant. I'll be very brief because I know you're worn out.

[Chuckles]

**MR. B. BEAUDET:** Again, good news, during the entire month, including since I wrote this report, we have been meeting or exceeding all the required water quality standards Citywide. So, this is our fourth month in a row now that this has been the case. We have improved and put more wells in operation. We continue to work on the wells, we're making progress on the wells and we're bringing it back one by one. We're gonna continue working on that, it's gonna take a little more time now to.., on each well because the ones that they're doing now need to have some significant rehabilitation underground but we're working on that and we're making progress.

Water treatment plant, we are currently under construction to bypass the lime slakers and get Unit 3 back in operation. This is a big deal. Okay? If we get Unit 3 back in operation, it's gonna improve the color situation that that you all have been very concerned about.

**BOARD CHAIR DAVIS:** [Inaudible].

**MR. B. BEAUDET:** So, we'll have more water treatment capacity and better treatment of the color than what you've seen. And that is now under construction and to be done by the end of April.

A big priority that we're working on currently and hope to bring to you at your next meeting is some improvements at Avenue U pump station and tank, uh, which we believe will greatly improve our ability to retain residuals and high water quality out in the western areas. And, again, that's..., we've just about wrapped up a scope and a price on that and we're gonna bring that to you at the next meeting.

We are in compliance with the FDEP Consent Order and all of its terms. We are in compliance with the Health Department Consent Order and all of its terms. We did meet the in-kind services project deadline. That was the 15 sampling stations. They're installed, they're operational. We made the deadline by two days. [Chuckle]. But we made it. And, um, so that was a lot of work over the holidays and it's a beautiful job, it's really nice.

Future plan work, very quickly. Again, I mentioned most of the things. We have, this week, gone through the process, the CCNA process of selecting engineers to help us with our bigger and, and more important projects as we move along. That's still underway and, you know, no final action has been taken on that but we will bring that back to you at your next meeting for your approval of the selection that will be recommended by Staff. And then finally, we have identified a very experienced trainer for the Water Utility, uh, operators, water treatment plant operators. We're gonna bring in a trainer to work with them, help them develop standard protocols for operating the plant, help them operate the plant with more consistency and also teach them to operate, you know, the bypass and some of the new equipment like the, um, chemical sensor that we just received and they're in the process of installing.

So, things are moving along. We're gonna keep coming back with more and more items over time. I'm pleased with the progress and I'm, I'm pleased with the, the work of the Staff to get us where we are.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

**BOARD MEMBER DAVIS JOHNSON:** Mr. Chair?

**BOARD CHAIR DAVIS:** Thank you, Mr. Beaudet. Uh...

**BOARD MEMBER DAVIS JOHNSON:** Well, I have a quick question for Mr....

**BOARD CHAIR DAVIS:** ...Commissioner...

**BOARD MEMBER DAVIS JOHNSON:** ...Beaudet.

**BOARD CHAIR DAVIS:** ...Davis Johnson.

**BOARD MEMBER DAVIS JOHNSON:** Really quickly. When we talk about hiring a trainer, are we talking about in a, a, uh, professional services capacity or are we talking about in a permanent capacity?

**MR. B. BEAUDET:** No. A professional services capacity. This will be about a four to six week engagement.

[Inaudible dais background comment]

**BOARD MEMBER DAVIS JOHNSON:** Do you believe that it would be practical for us to have an in-house trainer to provide ongoing training to our employees?

**MR. B. BEAUDET:** No, ma'am. I don't think that is necessary to have a full-time trainer. I think that as we move along and make changes to our equipment...

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**MR. B. BEAUDET:** ...we can utilize..., the, the person that we're talking to right now is Bob De'Brose [sp]. He's a retired superintendent from Palm Beach County Water Utilities. He used to teach operators at Palm Beach State College and also at the [stammer] the operator shore schools that they have. So, he's a very experienced trainer and operator and I'm sure, you know, we're working with him now to get a scope. But, um, yeah. We'll need him here and there as we move along and make changes and he can help the Staff learn how to operate the plant as we change it but I don't think we need a full-time person.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**INTERIM EXECUTIVE DIRECTOR PERRY:** [Stammer]. I just wanna piggyback on..., there's two things that, that we talked about in trying to get the Staff to where they need to be. First, is trying to, across all lines, have a standard operating procedure that, that everybody would operate from, making sure that everybody's doing the things the same. Then also evaluating the Staff and bringing everybody in the Staff, that operational Staff, up to a certain level. Once we get those two things in place and put in some, you know, some additional guidelines, I think that the training will come on a, you know, quarterly basis but also will have something to operate by that it's standard across the board. Right now, I think people have..., you know, I think they're all professionals and they're all doing an excellent job, however, there's some inconsistencies in how they operate within, within the, within the water plant so that's one of the things that I definitely wanna try to focus on.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Alright.

**MR. B. BEAUDET:** Thank you.

**BOARD CHAIR DAVIS:** Okay. We'll pause before we call the vote. Question on this Item? No, that's just an update.

**BOARD MEMBER DAVIS JOHNSON:** Just an update.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Yeah.

**BOARD CHAIR DAVIS:** Oh, okay. Alright. Thank you. Any other questions for Staff?

**BOARD MEMBER HUBBARD:** Mm.

**BOARD CHAIR DAVIS:** Alright. Thank you, Mr. Beaudet. Now let's go back to Mr. Perry. Do you have any other things that you wanna add before we close out?

**INTERIM EXECUTIVE DIRECTOR PERRY:** No, sir. No, sir.

#### **STATEMENTS BY THE DISTRICT BOARD**

**BOARD CHAIR DAVIS:** Any comments by the Council.., Commission? Starting with Pardo. She gone?

**BOARD MEMBER HUBBARD:** None.

**INTERIM EXECUTIVE DIRECTOR PERRY:** She gone.

**BOARD CHAIR DAVIS:** Hubbard?

**BOARD MEMBER HUBBARD:** None.

**BOARD CHAIR DAVIS:** Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Really quickly, I just want to know if the instrument for the Utility's Director, the second set, has that been received?

**BOARD MEMBER HUBBARD:** Yes.

**INTERIM EXECUTIVE DIRECTOR PERRY:** I haven't.., I need to check with Mr. Davis and see if it was sent out.

**BOARD MEMBER HUBBARD:** It...

**INTERIM EXECUTIVE DIRECTOR PERRY:** Like I said, I spoke with him... Sent out?

**BOARD MEMBER HUBBARD:** It was sent out.

**INTERIM EXECUTIVE DIRECTOR PERRY:** It was sent out, yes. It was sent out.

**BOARD MEMBER DAVIS JOHNSON:** My question was have they been received?

**BOARD MEMBER HUBBARD:** I didn't know...

**INTERIM EXECUTIVE DIRECTOR PERRY:** Received back to the...

**BOARD MEMBER HUBBARD:** ...[inaudible]...

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**INTERIM EXECUTIVE DIRECTOR PERRY:** I'm not.., I, I doubt that because we just spoke about it, I believe, last week or the week before that so I don't know how many days. Let me find out, I don't wanna give an answer but let me find out how many days he was actually giving each candidate.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**INTERIM EXECUTIVE DIRECTOR PERRY:** To, to complete and return it. But I'll get you an answer.

**BOARD MEMBER DAVIS JOHNSON:** Thank you so much.

**INTERIM EXECUTIVE DIRECTOR PERRY:** Mhmm.

**BOARD CHAIR DAVIS:** Before we go to Vice Chair. We do have one public comment card. It's Ms. Bonnie Larson.

[Inaudible dais comment]

[Chuckles]

[Inaudible dais comment]

**BOARD CHAIR DAVIS:** O, she had one? Oh, Mary Brabham too. I'm sorry. [Chuckle].

**MS. B. LARSON:** I came tonight to speak on stormwater and trash assessment on the tax roll and I guess that's been deleted. So now, now.., when I came in, this is the Agenda that I picked up which is the same that was on the web, so now it's been totally changed so we need to put the new one on the web because it looks like we talked about things which [stammer]... I mean, they're two completely Agendas from when I came in and from now.

**BOARD CHAIR DAVIS:** It was changed.

**MS. B. LARSON:** So we need to fix it.

**BOARD CHAIR DAVIS:** It was changed. Thank you.



**INTERIM EXECUTIVE DIRECTOR PERRY:** And just to, just to comment. One of the things that...

**MR. B. LARSON:** [Inaudible].

**INTERIM EXECUTIVE DIRECTOR PERRY:** ...happened, we've been negotiating with this company all the way up to the last minute so that's one of the reasons why, so Staff will take full responsibility for it but that was one of the reasons why.

**MS. B. LARSON:** No. I'm talking about the stormwater that cha'..., the...

**INTERIM EXECUTIVE DIRECTOR PERRY:** Oh, okay. I thought you were talking about the other item.

**MS. B. LARSON:** No, no, no. No. Changing the way the payment goes. Okay, so while I'm up here, question. Mr. Beaudet said something and I remember he, he mentioned one week that they're all colors of water and so we're concerned about the yellow water, of course. What makes..., and, and he said he's gonna put something in it to change it. What makes water yellow in the first place? 'Cause we never had yellow, years ago we never had yellow. So, what is it that's in there now that he's gonna put something in to change it back to a clear color?

Thank you.

**BOARD CHAIR DAVIS:** Mary Brabham then we'll go..., let Mr. Beaudet address that question. Unless you wanna go ahead briefly, really quick while...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** [Chuckle].

**BOARD CHAIR DAVIS:** ...Ms. Brabham come up.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** ...[inaudible] think so.

[Chuckle]

**MR. B. BEAUDET:** Would you like me to answer that?

**BOARD CHAIR DAVIS:** Go ahead.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** [Chuckle].

**BOARD CHAIR DAVIS:** Gives Ms. Brabham...

**MR. B. BEAUDET:** Okay.

**BOARD CHAIR DAVIS:** ...a chance to get [inaudible].

**MR. B. BEAUDET:** All water, in all of South Florida, except for West Palm Beach, is taken from the ground, ground water. And ground water seeps into the ground from the

Everglades...

**BOARD CHAIR DAVIS:** Mhmm.

**MR. B. BEAUDET:** And it does, it goes through a lot of vegetation and it picks up color from that vegetation. It's like tea, essentially. It's, what they call, humic and fluvic acids and it's, uh, it's harmless, it has no health effect. Again, it's like tea. However, it's not very acceptable from an aesthetic point of view. So the treatment that we give here, at Riviera Beach, is adequate treatment to take away that color.

**BOARD CHAIR DAVIS:** Okay.

**MR. B. BEAUDET:** But Unit 3 is not working. So, because Unit 3 is not working, some of the water from that Unit., it is being filtered, it is being chlorinated but it's not being treated to remove the color. So, when we get the bypass working and eventually we'll get the entire Unit up, um, completely, it will remove the color to acceptable levels.

**BOARD CHAIR DAVIS:** Thank you.

**MR. B. BEAUDET:** Does that answer your question?

[Inaudible dais comment]

**BOARD CHAIR DAVIS:** Okay.

**MS. B. LARSON:** What are you putting in it?

**MR. B. BEAUDET:** Well, we have a lime softening process. So, it, it's a very simple process. We use calcium oxide, which is lime and we also use a polymer and a little bit of Alum, aluminum sulfate and that's the., what we've been using for years and years. You haven't noticed the color before because the., all three units were working. But now, when we have high demand, we get some water that is not softened and, and this also doesn't remove the color. And we're fixing that.

**BOARD CHAIR DAVIS:** [Inaudible background comment]. Thank you, sir. Ms. Mary Brabham.

**MS. M. BRABHAM:** Good evening. Ms. Mary Brabham. On Avenue U there, I've took a lot of pictures of the plant over here. It's been cleaned up a little bit better from what it was but on the side of that faucet over there, the water just drips, drips, drips. I have massive pictures of that plant over there on, on U Avenue from where it is now from the previous condition of it. We still have plenty of work, residents, to do when it comes down to the safety of our water supply system here. So don't be caught off guard about it. It is other options that this City needs to invest in. We're in the 21<sup>st</sup> century. Ultraviolet processes that's being put in place to get away from all this gaseous chlorine stuff that we are using, that causes catastrophic danger, not just to the community at large but even within our water supply system. Either we need to invest in building a new profound water distribution system here. Our system here is dated back to the earl

1950's. Come on residents, come on. All of this piecemealing and you're throwing this and you're throwing that in there to compensate, you know, our water supply system here. Yeah. We still got ma'.., we, we still have major problems here. So residents, just like you have told me, you'll, you, you are, you are on guard.

But, but we do have some'.., someone here that's working to try to comply and try to help us but we need accountability. Where... when it comes down to our water, water is life. We have to have it in our bodies. Whereas Ms. BRABHAM can buy water and have filters, a lot of residents in, in this City here, they cannot buy water or they cannot make their pre'.., their preparations for the safety of the utilization of the water in our City. So, so it is plenty of work here to do. We need to make an investment. Stop wasting our monies and do the right thing toward the City and its residents.

Thank you.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

[Beep]

**BOARD CHAIR DAVIS:** That ends public comment. We'll go to, we'll go to Vice Chair Miller-Anderson.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** I don't have anything else.

**BOARD CHAIR DAVIS:** Mr. Jones, any comments or questions?

**INTERIM CITY MANAGER JONES:** No co'.., no comments.

**BOARD CHAIR DAVIS:** Alright. I have nothing here other than the fact that next Wednesday at Wells Recreation Community Center from 9:00 to 3:00, Wawa will be conducting the, the job fair where...

[Inaudible background comment]

**BOARD CHAIR DAVIS:** ...they're gonna be doing the screening. Uh, next Wednesday, the 2<sup>nd</sup>. The 2<sup>nd</sup>, right?

**BOARD MEMBER HUBBARD:** Mr., Mr. Chair, I have one comment.

**BOARD CHAIR DAVIS:** And, what they're asking people to do is go onto Wawa's website and go on 'head and submit the application...

[Inaudible background comment]

**BOARD CHAIR DAVIS:** ...so that... No, that's the 1<sup>st</sup>, I'm sorry.

[Inaudible dais comments]

**BOARD CHAIR DAVIS:** Yes. Next Wednesday the 1<sup>st</sup>. They're asking people to go

on 'head and submit the applications online so they can start pulling the information to do the screening so you can get onsite interviews at the Recreation Facility next Wednesday.

That'll be all. [Stammer] Commissioner Hubbard.

**BOARD MEMBER HUBBARD:** Hi. I would like to make an, an announcement.

**BOARD CHAIR DAVIS:** Mhmm.

**BOARD MEMBER HUBBARD:** On the 31<sup>st</sup> of this month, January, at 10:00 a.m., from 10:00 a.m. to 2:00 p.m. at Hurst Chapel, District 1 is joining the police department and Healthy Neighbors in having a conversation with our youth about the recent spike in violence here, the trauma that it causes them. Healthy Neighbors is one.., from Kind Care, Florida Kind Care. Ms. Marshall will be hosting the, the focus group and the conversation so we'd like the community to come out. We have invited 10 youth from all of the schools, the high schools and the middle schools where we have children in, those that are here in Riviera Beach and those outside of Riviera Beach. So, District 1, the police department and Healthy Neighbors will be conducting this focus group so that we can hear from our youth and see what are some of the good ideas that they might have about [stammer] resolving some of these solutions about the violence in our community.

Thank you.

**BOARD CHAIR DAVIS:** Any, any other questions, a motion...

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible]?

**BOARD CHAIR DAVIS:** ...to adjourn? No.

**BOARD CHAIR PRO TEM MILLER-ANDERSON:** Oh, she [inaudible].

**BOARD CHAIR DAVIS:** Motion to adjourn the meeting?

**BOARD MEMBER HUBBARD:** So moved.

[Gavel]

**City Employees, Public Speakers and Others**

DEPUTY DISTRICT CLERK JACQUELINE BURGESS  
.....DEPUTY DISTRICT CLERK  
.....BURGESS

CONSULTANT BEVIN BEAUDET .....MR. B. BEAUDET

BONNIE LARSON.....MS. B. LARSON

MARY BRABHAM .....MS. M. BRABHAM

**APPROVED:**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
**CITY CLERK**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**COUNCILPERSON**

\_\_\_\_\_  
**DAWN S. PARDO**  
**COUNCILPERSON**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:** **FEBRUARY 21, 2017**

**CITY OF RIVIERA BEACH CITY COUNCIL**  
**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

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**Subject:** Lime Sludge Hauling

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**Recommendation/Motion:** Purchasing recommends that Board Members award piggy-back of the City of Lake Worth Contract. Pricing is consistent with other utilities for this same commodity.

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<b>Originating Dept</b>	Utility/Purchasing	<b>Costs</b>	\$49,500.00
<b>User Dept.</b>	Utility	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

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**Background/Summary:**

The Utility has lime sludge to be removed. Sludge is a by-product of the treatment process. Because of economy of scale, the Utility District is able to secure better pricing from a larger utility contract for this particular commodity. The City of Lake Worth has a contract with P.J.'s Land Clearing and Excavating, Inc. of which pricing has been extended to the Riviera Beach Utility District. This is the same contract that has been used in the past several years.

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	
<b>Operating Costs</b>	49500
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions (cumulative)</b>	

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
LIME_SLUDGE_HAULING_217_RESOLUTION.doc	Resolution	2/13/2017	Cover Memo
Lime_Hauling.pdf	Contract	2/13/2017	Cover Memo
PR_lime.pdf	Purchasing Recommendation	2/13/2017	Cover Memo
Lake_Worth_Contract_for_Lime_Hauling.pdf	City of Lake Worth Contract with PJ	2/13/2017	Cover Memo
PJs_Land_Clearing_Contract_Exe_4_16_2013.pdf	Original Pricing of Sludge Removal 2013	2/14/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Utility	Perry, Troy	Approved	2/13/2017 - 5:42 PM
Purchasing	Mealy, Dean	Approved	2/13/2017 - 5:44 PM
Finance	sherman, randy	Rejected	2/14/2017 - 7:57 AM
Utility	Perry, Troy	Approved	2/14/2017 - 10:33 AM
Purchasing	Mealy, Dean	Approved	2/14/2017 - 10:47 AM
Finance	sherman, randy	Approved	2/14/2017 - 10:50 AM
Attorney	Degraffenreidt, Andrew	Approved	2/14/2017 - 4:04 PM
City Clerk	Robinson, Claudene	Approved	2/14/2017 - 4:27 PM
City Manager	Jones, Danny	Approved	2/14/2017 - 5:35 PM



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH P.J.'S LAND CLEARING & EXCAVATING, INC. OF LAKE WORTH, FL BY PIGGY-BACKING ON THEIR CONTRACT WITH THE CITY OF LAKE WORTH FOR AN AMOUNT NOT TO EXCEED \$49,500 FOR LIME SLUDGE HAULING SERVICES AT THE UTILITY DISTRICT'S WATER TREATMENT PLANT; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1437-533-0-5208; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, PJ Land Clearing & Excavating, Inc., was awarded a contract to provide lime sludge hauling services to the City of Lake Worth, approved by the City of Lake Worth on April 17, 2013; and

**WHEREAS**, this contract allows PJ Land Clearing & Excavating to supply the subject services to all governmental agencies of the State of Florida, under the same conditions and prices; and

**WHEREAS**, the City of Riviera Beach Utility Special District wishes to piggyback off of the Lake Worth contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the Utility Special District Board approves the contract for PJ's Land Clearing & Excavating, Inc., in an amount not to exceed \$49,500 to provide lime sludge hauling services at the Utility Special District's water treatment plant via a piggy-back of the Lake Worth contract awarded on April 17, 2013.

**SECTION 2:** That the Chairperson and District Clerk are hereby authorized to execute said contract.

**SECTION 3:** That the District Finance Director is authorized to make payment for same under Account Number 411-1437-533-0-5208 in the amount not-to-exceed \$49,500.

**SECTION 4:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

**PASSED AND APPROVED this      day of FEBRUARY, 2017.**

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
UTILITY DISTRICT CLERK

\_\_\_\_\_  
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. D. JOHNSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

Date: \_\_\_\_\_



## **MATERIALS AND/OR SERVICE CONTRACT**

**THIS CONTRACT** made and entered into this 13<sup>th</sup> day of February, 2017 by and between **P.J.'s LAND CLEARING & EXCAVATING, INC.**, hereinafter referred to as **"Independent Contractor,"** whose mailing address is 9396 Pinion Drive, Lake Worth, Florida, 33467 and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as **"District,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, the City of Lake Worth posted an Invitation to Bid, to wit, Bid No.: UT-WT-12-13-111, hereinafter the **"Bid"** for removal and disposal of lime sludge services, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

**WHEREAS**, Independent Contractor desires to extend such to the District.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the District does hereby retain the services of the Independent Contractor for the purpose of the removal and disposal of lime sludge as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full removal within seventy two (72) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this contract.

5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the District, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

6. The District agrees to compensate the Independent Contractor in the amount of \$49,500, as set forth in more detail in the fee proposal, attached hereto as Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The District shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District in pursuance of the scope of work contained in herein or in an exhibit.

7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.

8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the District.

9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of the Independent Contractor's personnel (and all Subcontractors) while on District premises will comply with all District requirements governing conduct, safety and security.

10. The Independent Contractor agrees that that it is fully responsible to the District for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the District.

11. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed (and emailed) to:

Perry Troy, Executive Director  
City of Riviera Beach Utility Special District  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404  
ptroy@rivierabch.com

and if sent to the Independent Contractor shall be mailed (and emailed) to:

Patrick Wilson, President  
PJs Land Clearing & Excavating, Inc.  
9396 Pinion Drive  
Lake Worth, Florida 33467  
[paw@pjslandclearing.com](mailto:paw@pjslandclearing.com)

12. The District is exempt from payment of Florida State Sales and Use Taxes. The District will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Independent Contractor authorized to use the District's Tax Exemption Number in securing such materials.

13. Prior to execution of this Contract by the District the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the District's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Contract.

14. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

17. All insurance, other than Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the District as an "Additional Insured."

18. The Independent Contractor shall indemnify and save harmless and defend the District, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

19. The Independent Contractor further agrees to indemnify, save harmless and defend the District, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the District, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the District to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the District shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the District, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the District's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the District or its employees, or by any other contractor employed by the District, or by changes ordered by the District or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the District may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

21. The Independent Contractor does not have the power or authority to bind the District in any promise, agreement or representation other than as specifically provided for in this Contract.

22. The District reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the District's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the District so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the District's decision to proceed with the change.

23. If the District elects to make the change, the District shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until

such written amendment is signed by the Independent Contractor and approved and executed by the Executive Director for the District.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the District against defects in design, workmanship, or materials. Upon receipt of notice from the District of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the District. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the District, the District may accomplish the work at the expense of the Independent Contractor.

25. If applicable, the Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the District's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the District or employees of the District, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

26. Until acceptance of the work by the District, the District's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the District.

27. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

28. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

29. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract. Moreover, in the event of litigation arising from this Contract, all parties voluntarily and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge



that this waiver provision is a material inducement for each party agreeing to enter into this Contract.

30. In accordance with Palm Beach County ordinance number 2011-009, the Independent Contractor understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Independent Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The contractor further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the District to be a material breach of this Contract justifying its termination.

31. This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, Independent Contractor shall continue to disclose to the District any possible conflicts of interests. The Independent Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the District.

32. The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the District to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the District all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

33. Time is of the essence in all respects under this Contract.

34. Failure of the District to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of District's right to enforce or exercise said right(s) at any time thereafter.

**CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

**IN WITNESS WHEREOF**, the Parties unto this Contract have set their hands and seals on the day and date first written above.

**CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT**

**P.J.'S LAND CLEARING &  
EXCAVATING, INC.**

BY: \_\_\_\_\_  
**TERRENCE DAVIS  
CHAIRPERSON**

BY: Patrick Wilson  
**PATRICK WILSON  
PRESIDENT**

**ATTEST:**

BY: \_\_\_\_\_  
**CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

BY: \_\_\_\_\_  
**ANDREW DEGRAFFENREIDT,  
DISTRICT ATTORNEY**

BY: \_\_\_\_\_  
**PERRY TROY  
EXECUTIVE DIRECTOR  
UTILITY SPECIAL DISTRICT**

DATE: 2/13/17

\_\_\_\_\_  
Purchasing Dept. initials

**EXHIBIT A**  
**SCOPE OF SERVICES**

**SCOPE OF WORK:**

As determined in the Contract, the Independent Contractor shall remove wet lime sludge from both save-all basins (above ground beds) and haul sludge to a designated drying area within the Water Plant Complex. Sludge shall be stockpiled and allowed to dry, remaining the property of the District until removed from the site by the Contractor.

After drying, the sludge shall be removed from the site by the Independent Contractor, using its own equipment and trucks, or those of subcontractors.

Independent Contractor is responsible for providing all equipment and personnel to perform all services noted herein. District shall not assist Independent Contractor in the performance of its duties.

Independent Contractor shall be responsible for control of dust created when hauling the dried sludge, specifically by "watering down" the area. This may be accomplished via watering truck and/or sprinkler system. Independent Contractor shall also be liable for cleaning of District property and adjacent streets caused by lime sludge spillage resulting from Independent Contractor's actions.

**SCHEDULE OF WORK:**

Independent Contractor shall commence cleaning of sludge no later than 10 calendar days after notification to proceed. Wet sludge from basins shall be deposited in an orderly manner at on-site drying area by Independent Contractor.

Independent Contractor may utilize trucks owned by the contractor, subcontractors or sludge buyers to haul sludge from site. However, Independent Contractor shall be responsible for any damages/injuries caused by said trucks and/or operators, and shall indemnify the District accordingly. If dried sludge is to be stored at the contractor's storage facility, such storage facility must comply with all local, county, and state requirements. Dried sludge shall not be stored on-site at the Water Treatment Complex for longer than 30 days.

Timely clearing of sludge basins and removal of dried sludge is a critical part of this contract. Failure of the Independent Contractor to comply with minimum services as noted above shall be grounds for imposition of liquidated damages and/or immediate cancellation of the contract.

**SITE LOCATION:**

City of Riviera Beach Utility District Water Treatment Plant is located at 800 West Blue Heron Blvd, Riviera Beach, Florida, 33404.

**ESTIMATED VOLUME OF SLUDGE FOR REMOVAL:**

Estimated cubic yardage of dry sludge to load and haul is approximately 10,000 cubic yardage.

## **PRICING**

The following prices noted below are on a per cubic yard basis:

- A      \$4.95/cy of dry sludge to load and haul

Prices shall be separated according to services rendered, as follows:

- A      Cost, per cubic yard, for cleaning of sludge basins and removal of wet sludge to designated drying areas with Water Plant Complex.
- B      Cost, per cubic yard, for loading, hauling and removal of dried lime sludge from Water Plant Complex. If disposal at a County landfill becomes necessary due to inadequate size of Independent Contractor's storage facility, then such disposal fee shall be the responsibility of the Independent Contractor, at no additional cost to the District.

## **PERMITS FOR LIME STORAGE FACILITY**

The Independent Contractor shall be responsible for securing and paying for any necessary permits for its lime-sludge storage facility and any and all pertinent fees shall be payable by the Independent Contractor

## **OWNERSHIP OF REMOVED DRIED SLUDGE**

Upon removal of dried sludge from the Water Plant Complex, said sludge shall become the property of the Independent Contractor. The District shall not be held liable for any illegal dumping of lime sludge in a non-permitted site, and the Independent Contractor shall so indemnify the District.

ACORD™

Client#: 1096342

PJSLAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>500 Columbia Drive, Ste 102</b> <b>West Palm Beach, FL 33409-2718</b> <b>561 693-0500</b>		<b>CONTACT NAME:</b> Brian Cronin <b>PHONE (A/C, No, Ext):</b> 561-693-0500 <b>FAX (A/C, No):</b> 855-420-6662 <b>E-MAIL ADDRESS:</b> brian.cronin@usi.biz	
<b>INSURED</b> <b>PJ's Land Clearing &amp; Excavating, Inc.</b> <b>P. O. Box 540517</b> <b>Greenacres, FL 33454-0517</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United Specialty Insurance Comp <b>NAIC #</b> 12537 <b>INSURER B:</b> Federal Insurance Company <b>20281</b> <b>INSURER C:</b> Nationwide Insurance Company of <b>25453</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	DCI0004900	03/18/2016	03/18/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	ACP3026577236	03/18/2016	03/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine			45467630	03/18/2016	03/18/2017	Rented/Leased Equipment \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured for Owners, Lessees or Contractors applies to the General Liability when required by written contract on a primary and non-contributory basis. Coverage includes Completed Operations. Blanket Waiver of Subrogation applies to the General Liability, Auto Liability in favor of the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Riviera Beach  
 600 West Blue Heron Blvd.  
 West Palm Beach, FL 33404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ray Morris*

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# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

## PURCHASING DIRECTOR

13 February 2017

**BACKGROUND:** The Utility District has lime sludge to be removed. Sludge is a by-product of the treatment process. Because of economy of scale, the Utility District is able to secure better pricing from a larger Utility Contract for this particular commodity. This requires special handling of the product. The City of Lake Worth has a contract with P.J.'s Land Clearing and Excavating, Inc. The firm has agreed to provide the Rivera Beach Utility District with the same pricing structure.

**RECOMMENDATION:** The Purchasing Department recommends award of the contract for Lime Sludge Removal to P.J.'s Land Clearing and Excavating, Inc. in an amount not-to-exceed \$49,500.00. The Purchasing Department would not be able to secure this same pricing under our own solicitation. It is common practice of Utility Operations to share common services to provide economy of scale pricing. This is the same vendor that provided the service in previous years. Pricing is consistent with that of other utilities.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Dean Mealy, II  
City Purchasing Manager

**FIRST AMENDMENT TO AGREEMENT WITH PJ'S LAND CLEARING &  
EXCAVATING, INC.  
(Removal and Disposal of Lime Sludge)**

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the 17<sup>th</sup> day of MAY, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and P.J.'S LAND CLEARING & EXCAVATING, INC., 9396 Pinion Drive, Lake Worth, FL 33467 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, in 2013, the CITY issued Bid UT-WT-12-13-111 for the procurement of goods and services needed for the removal and disposal of lime sludge; and,

WHEREAS, pursuant to a written Agreement dated April 6, 2013 ("Agreement" hereafter) the CONTRACTOR agreed to furnish the goods and services to the CITY for a three year term and also provided that the Agreement and pricing set forth therein may be renewed for another two one year periods; and,

WHEREAS, the CITY and CONTRACTOR desire to renew the term of the Agreement for another one year term under the same terms and conditions and pricing set forth in the Agreement; and,

WHEREAS, the CITY and CONTRACTOR desire to further amend the Agreement to clarify the requirements relating to the disposal of the lime sludge.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Term.** The parties agree that the term of the Agreement is hereby extended to April 13, 2017. The CITY, via the CITY MANAGER, and the CONTRACTOR may extend this Agreement for an additional one (1) one-year renewal period.
3. **Disposal.** CONTRACTOR shall dispose of all lime sludge material in accordance with all federal, state, county, municipal and other applicable agency rules, laws, regulations and requirements. CONTRACTOR shall provide a report or other appropriate documentation (as determined by the CITY), if requested, to the CITY showing the proper disposal of such lime sludge material. Such report or documentation shall be provided to the CITY within ten (10) days of a verbal or written request by the CITY requesting same.



4. Entire Agreement. The CITY and the CONTRACTOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission. The Effective Date is the date this Amendment is executed by the City Manager.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

7. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this First Amendment to the Agreement for the procurement of goods and services for the removal and disposal of lime sludge as of the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_

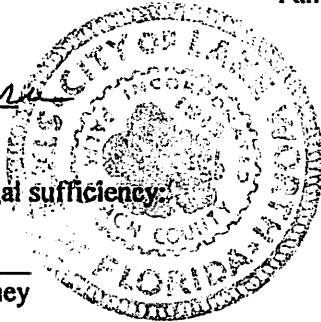
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia  
Glen J. Torcivia, City Attorney



**CONTRACTOR:**

**P.J.'S LAND CLEARING & EXCAVATING,  
INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

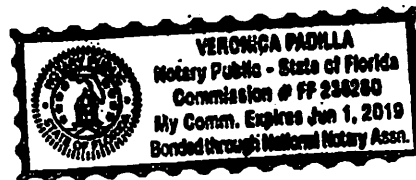
[Corporate Seal]

Title: President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of April, 2016  
by PATRICIA WILSON as PRESIDENT (title), of P.J.'s Land Clearing &  
Excavating, Inc., a corporation authorized to do business in the State of Florida, and who is  
personally known to me or who has produced the following  
as identification

  
NOTARY PUBLIC



**CONTRACTOR AGREEMENT  
(Removal and Disposal of Lime Sludge)**

**THIS AGREEMENT** is made this 17 day of April, 2013 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **P.J.'S Land Clearing & Excavating, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its principle office located at 9396 Pinion Drive, Lake Worth, FL 33467.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bid UT-WT-12-13-111 (hereinafter "IFB") for the procurement of all goods and services necessary for the Removal and Disposal of Lime Sludge (hereinafter the "Services");

WHEREAS, CONTRACTOR submitted a bid to perform the Services described and set out in the IFB;

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the Services to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the Services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the Services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

I. Term: The term of this Agreement shall be three (3) years from the date this Agreement is approved by the CITY. The CITY, via the CITY MANAGER, and the CONTRACTOR may extend this Agreement for two (2) one-year renewal periods. The CITY, however, may terminate the Agreement subject to the provisions of Section XIII of this Agreement.

## II. Scope of Services:

2.1 The scope of Services to be provided under this Agreement is the removal and disposal of wet lime sludge as more specifically set forth in the IFB. Services shall commence upon the issuance of a purchase order and/or a notice to proceed by the City.

2.2 The CONTRACTOR represents to the CITY that the Services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's Services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the Services to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the Services provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONTRACTOR to perform its Services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The Project Manager appointed by the CITY will oversee the administration of the Services to be performed by the CONTRACTOR under this Agreement but is not authorized to modify this Agreement.

V. EQUIPMENT: The CONTRACTOR shall provide all equipment necessary to complete the Services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before Services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of the Services.

## VI. FEE AND ORDERING MECHANISM

6.1 For actual Services performed under this Agreement, the CITY shall pay the CONTRACTOR a fee based on the following unit prices for the first three (3) years of this Agreement:

(a) Clean Sludge Ponds & deposit wet lime sludge at on-site drying location:

\$3.55 / cubic yard.

(b) Loading & Removal of dried lime sludge from Water Plant Complex:

\$4.95 / cubic yard.

The total amount of this Agreement shall not exceed \$92,100 (Ninety-Two Thousand One Hundred Dollars) per year. The fee to be paid for any renewal period shall be agreed to in writing by the CONTRACTOR and the CITY (by the City Manager) prior to commencement of the renewal period(s).

6.2 Should the CITY require additional Services not included in this Agreement, fees and payment for such additional Services will be set forth in a separate Addendum, as authorized in accordance with the CITY's procurement code prior to any such additional Services being performed by the CONTRACTOR. .

6.3 The City's ordering mechanism for all Services performed under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not perform Services under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize Services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the Services in any subsequent Fiscal Year. If the budget is approved for said Services, the City will issue a new Purchase Order each Fiscal Year, for required and approved Services.

VII. MAXIMUM COSTS: The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all Services is as specified herein and no additional costs shall be authorized without prior written approval from CITY.

VIII. INVOICE: The CONTRACTOR shall submit an itemized invoice to the Project Manager for approval prior to receiving compensation. The invoice shall include an itemized summary of total costs billed and shall be made at such intervals as agreed to

with the Project Manager, but no more frequently than once per month. All invoices shall include a description of the Services provided, a brief itemization of costs associated with each task or project phase and the total task or project costs to date. The CONTRACTOR shall be paid within thirty (30) days receipt of an approved invoice for Services provided.

IX. AUDIT BY CITY: The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such Services performed or to be performed under this Agreement.

X. COPIES OF DATA/DOCUMENTS: Copies or original documents prepared by the CONTRACTOR in relation to Services provided under this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. OWNERSHIP: Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

XII. WRITTEN AUTHORIZATION REQUIRED: The CONTRACTOR shall not make changes in the Scope of Services without first obtaining written authorization from the CITY for such additional Services. Additional Services provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

### XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the Services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such Services; and/or, the CITY may withhold any money due

or which may become due to the CONTRACTOR for such expense and/or Services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.1.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for those Services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

#### XIV. INSURANCE

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth in the IFB. The CONTRACTOR shall not commence Services until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees for all litigation, arbitration, mediation, appeal expenses) ("Claims" hereafter) to the extent arising out of or related to the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed in the performance of the Services. This indemnity provision specifically includes indemnifying, defending and holding the CITY and its officers, agents, employees and representatives from and against any and all Claims arising out of or related to the removal and disposal of the dried sludge from the Water Plant Complex.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.



## **XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

17.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all drawings, maps, specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **XVIII. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

**XIX. SUCCESSORS AND ASSIGNS:** Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

**XX. WAIVER OF TRIAL BY JURY:** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**XXI. GOVERNING LAW AND REMEDIES:**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**XXII. TIME IS OF THE ESSENCE:** Time is of the essence in the completion of tasks and services as specified herein.

**XXIII. NOTICES:** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth  
7 North Dixie Hwy  
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

P.J.'S Land Clearing & Excavating, Inc.  
Attn: Patrick Wilson  
9396 Pinion Drive  
Lake Worth, FL 33467

**XXIV. SEVERABILITY:** Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## XXV. DELAYS AND FORCES OF NATURE:

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the Services for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the Services, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the Services.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XXVI. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

XXVII. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XXVIII. PUBLIC ENTITY CRIMES: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

XXIX PREPARATION: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

XXX PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

XXXI ENFORCEMENT COSTS: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

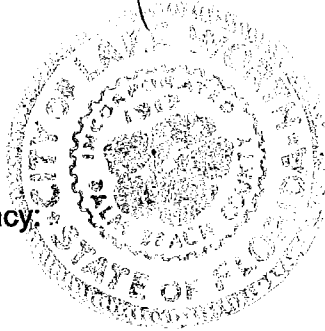
By: [Signature]  
Pam Triolo, Mayor

ATTEST:

[Signature]  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

[Signature] FOR  
Glen J. Torcivia, City Attorney



CONTRACTOR: P.J.'S Land Clearing & Excavating, Inc.

By: [Signature]  
Print Name: Patrick Wilson  
Title: President

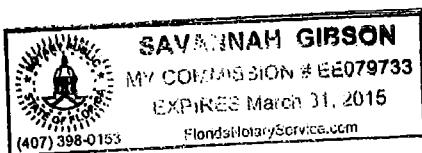
[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2013 by Patrick Wilson as President (title), of P.J.'s Land Clearing & Excavating, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following [Signature] as identification.

Notary Public

Print Name: Savannah Gibson  
My commission expires: March 31, 2015



**CITY OF RIVIERA BEACH CITY COUNCIL**  
**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

---

**Subject:** Avenue U Pump Station Chlorination Improvement

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The Utility District has recommended an expedited procurement of this project to address the immediate nature of water delivery to the western portion of the service area. The estimated costs from Globaltech are in line with those of the 2012 and 2014 bid amounts. Globaltech has recommended additional equipment to meet the requirements of service delivery.

**Recommendation/Motion:**

Due to nature of the critical delivery of water, the fact that the Utility has been addressing the design, project management and construction since 2012, and the most recent review by the FDEP/Palm Beach County Health Department.

Purchasing is recommending piggy-back of the Palm Beach Contract to Globaltech to accomplish this procurement based on critical need of water delivery to the western service area in amount not-to-exceed \$397,899.00.

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<b>Originating Dept</b>	Utility/Purchasing	<b>Costs</b>	\$397,899.00
<b>User Dept.</b>	Utility	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

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**Background/Summary:**

C-Solutions and Chen Moore produced a Preliminary Design Report for the Secondary Disinfection System for Avenue U Re-Pump Station on May 11, 2012. The re-pump station maintains system water pressures and water quality for the western portion of the service area. There have been consistent issues with the effectiveness of the existing system utilized at the re-pump station based on water quality samples obtained at the Avenue U Re-Pump Station. Construction was never addressed from the 2012 report. This project was designed by C-Solutions for Chen Moore in 2014 and subsequently bid. By 2014 the City had expended \$43,716 for the original design and electrical redesign. The estimated cost in 2014 for the entire project to be designed, project administration and construction bid was \$368,560.00.

On October 14, 2014, an Invitation to Bid (ITB) No. 440-14 was issued by the Purchasing Department for the Installation of Secondary Disinfection System at Avenue U. The project cost came in much higher than the engineers estimate and the project was put on hold. A minor redesign updating the process control system was done in 2015, however, the project was not bid at that time and continues to be on hold.

This is the highest priority project needed to insure cost effective, good water quality for the long-term in the Western portion of the District's service area, and to comply with the PBCHD Consent Order. Completion of this project will eliminate thousands of dollars of overtime each month required for weekend line flushing.

As a result of the consent orders issued in the fall of 2016, the City hired US Water Services to review the status of Utility District. The Avenue U Re-Pump Station was noted as a critical path item to stabilizing the water quality in the western portion of the service area.

Based on the critical nature of the Avenue U Re-Pump Station, the Utility District requested Globaltech provide an updated evaluation and quote to finalize the project. Globaltech provided a proposal to upgrade the Avenue U Re-pump Station (re-pump station) with the goal of improving chlorine residuals from the re-pump station and associated ground storage tank (GST). The initial request was to replace the existing gas chlorine system at the re-pump station. However, after visiting the site and discussing the project goals with staff and the Utility District's Technical Consultant, their recommended improvements also include adding a GST tank mixer, adding a flow meter, changing the existing chlorine gas system to a liquid sodium hypochlorite system, adding an ammonium sulfate system as well as adding associated appurtenances for the various equipment.

The difference from the original C-Solution and Chen Moore recommendation in 2012/14 to what Globaltech has recommended is the addition of a tank mixer, adding a flow meter, changing the existing chlorine gas system to a liquid sodium hypochlorite system, adding an ammonium sulfate system and adding associated appurtenances for the various equipment.

Globaltech recommends the following:

## **SCOPE**

The proposed scope of work generally described below is to be performed by the Design-Build Entity (Globaltech). It includes furnishing all labor, equipment, materials, tools, supervision, and services required to permit, design, construct, test, and startup the proposed work as follows:

- Furnish and install mixer in the GST. The GST inlet and outlet are at the same approximate elevation and within 50 feet of each other on the circular tank. The tank is likely stratifying with the "newest/freshest" water being added to tank being withdrawn first. Improving the mixing of the tank will help limit the deterioration of water quality with in the GST and reduce water age.
- Furnish and install a flow meter on the inlet pipe of the ground storage tank. A GST tank influent flow meter is needed to in order to flow pace chemical addition (chlorine/ammonia). There is currently no inlet flow meter and chlorine gas addition is done manually.
- Furnish and install one ammonia analyzer (two channel) to measure free ammonia, total ammonia, and monochloramine on the inlet and outlet of the GST. The analytical information from the analyzer will provide operation staff the ability to determine how much chlorine or ammonia should be added.
- Furnish and install a liquid sodium hypochlorite system instead of a gas system to provide chlorine. The main reason for choosing the liquid sodium hypochlorite system over a gas chlorine system is safety for the operation staff and surrounding community.
- Furnish and install a liquid ammonium sulfate feed system. The addition of supplemental ammonia might be necessary in order to boost chloramine residual. A liquid ammonia sulfate system is recommended over a gas ammonia system or liquid ammonium hydroxide is for safety.
- Furnish and install a control panel with PLC to flow pace and residual trim sodium hypochlorite and ammonium sulfate addition.

### **Task 1 – Administrative and Engineering Services**

1. Meet with the District to review project scope.
2. Develop subcontracts with mixer supplier, electrical contractor and other entities as may be required.
3. Prepare a preliminary (60%) design.
4. Submit five (5) half-size copies of the 60% design to the District. Meet with the District to review the design.
5. Incorporate the District comments and proceed to final design.
6. Submit FDEP/Palm Beach County Health Department and building department permit applications.
7. Prepare detailed construction schedule to include as a minimum; engineering and permitting services, site mobilization, detailed construction activities, scheduled shutdowns and durations, equipment/material delivery times, testing, startup and commissioning.
8. Prepare submittals, administer and track submittal process.
9. Schedule meetings, inspections, and testing with District staff.
10. Provide Engineer's site visits during construction to confirm construction is being performed in conformance with the Design Drawings and Specifications.
11. Prepare Record Drawings, Operation and Maintenance Manuals, and closeout permits.

Palm Beach County Water has an existing contract for construction services of this specialized nature which the Utility District can access to utilize Globaltech to complete the design, project management and construction. The estimated costs are as follows:

The costs for the proposed scope of work shall not exceed the Guaranteed Maximum Price of \$397,899.

### **PROJECT SCHEDULE**

Globaltech will begin work immediately following approval of this task order.

#### **Task from Notice to Proceed (NTP)**

60% Design 12 Weeks

Final Design 16 Weeks

Permitting 18 Weeks

Construction/Installation of Improvements 32 Weeks

Note: Installation of GST mixer can be expedited separate from the rest of the project. However, it would require separate permits and additional permit fees to be paid by the District. If expedited separately, the mixer could be installed as early as 18 weeks from NTP.

The original design needs to be redone to incorporate several very important features that were not previously included. The cost of the redesign by the original engineers is substantial and re-bidding of the project will cause significant delay in completion of this critical project. The bidding environment is also much less favorable to owners than it was in 2014.

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	397,899.00
<b>Operating Costs</b>	
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions</b>	
<b>(cumulative)</b>	

### **III. Review Comments**

A. Finance Department Comments:



B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Avenue_U_RESOLUTION.doc	RESOLUTION	2/13/2017	Resolution
contract_globaltech_avenue_u.pdf	Contract	2/13/2017	Cover Memo
pr_ave_u_1720.pdf	Purchasing Recommendation	2/13/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Utility	Perry, Troy	Approved	2/13/2017 - 5:40 PM
Purchasing	Mealy, Dean	Approved	2/13/2017 - 5:42 PM
Finance	sherman, randy	Approved	2/14/2017 - 8:00 AM
Attorney	Degraffenreidt, Andrew	Approved	2/14/2017 - 4:03 PM
City Clerk	Robinson, Claudene	Approved	2/14/2017 - 4:16 PM
City Manager	Jones, Danny	Approved	2/14/2017 - 5:35 PM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO IMPROVEMENTS TO AVENUE U RE-PUMP STATION TO PROVIDE QUALITY WATER TO THE WESTERN PORTION OF THE SERVICE AREA; AUTHORIZING THE PURCHASING DEPARTMENT TO NEGOTIATE PRICING TERMS AND CONDITIONS; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AGREEMENT BETWEEN THE UTILITY DISTRICT BOARD AND GLOBALTECH, INC. OF BOCA RATON, FLORIDA; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED FROM ACCOUNT 413-1437-533-0-6302; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is advisable and desirable to employ a qualified firm of engineers/contractor having special and broad experience in the desired fields for the purpose of water pump stations and disinfection systems;  
and

**WHEREAS**, the Utility District has prioritized this project as critical to deliver quality water to the western portion of the service delivery area;  
and

**WHEREAS**, the Utility District and Procurement exercised the Palm Beach County Contract with Globaltech, Inc. as a piggy-back to expedite the specialized re-engineering and installation of equipment;  
and

**WHEREAS**, it is recommended that Purchasing negotiate pricing terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE 2**

**SECTION 1.** That the Utility Board accept the staff's recommendation selecting Globaltech Inc. to complete the engineering and installation of Avenue U Re-Pump Station to deliver quality water to the western portion of the service area.

**SECTION 2.** That the Utility District Chairperson and City Clerk authorized to execute agreements.

**SECTION 3.** The Purchasing Department be authorized to negotiate pricing terms and conditions.

**SECTION 4.** The Utility Finance Director shall be authorized to make payments from work authorizations issued by the Utility Director.

**SECTION 5.** This resolution shall take effect immediately upon its passage and approval.

**PASSED and APPROVED THIS 21st DAY OF FEBRUARY, 2017.**

**REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK**

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
BOARD MEMBER

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
BOARD MEMBER

\_\_\_\_\_  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
DISTRICT ATTORNEY

February 10, 2017

Riviera Beach Utility District  
600 West Blue Heron Blvd  
Riviera Beach, FL 33404

Re: Riviera Beach Utilities District (District)  
Avenue U Repump Station Modifications

Per the District's request, we are providing a proposal to upgrade the Avenue U Repump Station (repump station) with the goal of improving chlorine residuals from the repump station and associated ground storage tank (GST). The initial request was to replace the existing gas chlorine system at the repump station. However, after visiting the site and discussing the project goals with staff and the Utility District's Technical Consultant, our recommended improvements also include adding a GST tank mixer, adding a flow meter, changing the existing chlorine gas system to a liquid sodium hypochlorite system, adding an ammonium sulfate system and adding associated appurtenances for the various equipment.

#### **A. SCOPE**

The proposed scope of work generally described below is to be performed by the Design-Build Entity (Globaltech). It includes furnishing all labor, equipment, materials, tools, supervision, and services required to permit, design, construct, test, and startup the proposed work as follows:

- Furnish and install mixer in the GST. The GST inlet and outlet are at the same approximate elevation and within 50 feet of each other on the circular tank. The tank is likely stratifying with the "newest/freshest" water being added to tank being withdrawn first. Improving the mixing of the tank will help limit the deterioration of water quality with in the GST and reduce water age.
- Furnish and install a flow meter on the inlet pipe of the ground storage tank. A GST tank influent flow meter is needed to in order to flow pace chemical addition (chlorine/ammonia). There is currently no inlet flow meter and chlorine gas addition is done manually.
- Furnish and install one ammonia analyzer (two channel) to measure free ammonia, total ammonia, and monochloramine on the inlet and outlet of the GST. The analytical information from the analyzer will provide operation staff the ability to determine how much chlorine or ammonia should be added.
- Furnish and install a liquid sodium hypochlorite system instead of a gas system to provide chlorine. The main reason for choosing the liquid sodium hypochlorite system over a gas chlorine system is safety for the operation staff and surrounding community.
- Furnish and install a liquid ammonium sulfate feed system. The addition of supplemental ammonia might be necessary in order to boost chloramine residual. A liquid ammonia sulfate system is recommended over a gas ammonia system or liquid ammonium hydroxide is for safety.
- Furnish and install a control panel with PLC to flow pace and residual trim sodium hypochlorite and ammonium sulfate addition.



The following is the scope of services:

#### **Task 1 – Administrative and Engineering Services**

1. Meet with the District to review project scope.
2. Develop subcontracts with mixer supplier, electrical contractor and other entities as may be required.
3. Prepare a preliminary (60%) design.
4. Submit five (5) half-size copies of the 60% design to the District. Meet with the District to review the design.
5. Incorporate the District comments and proceed to final design.
6. Submit FDEP/Palm Beach County Health Department and building department permit applications.
7. Prepare detailed construction schedule to include as a minimum; engineering and permitting services, site mobilization, detailed construction activities, scheduled shutdowns and durations, equipment/material delivery times, testing, startup and commissioning.
8. Prepare submittals, administer and track submittal process.
9. Schedule meetings, inspections, and testing with District staff.
10. Provide Engineer's site visits during construction to confirm construction is being performed in conformance with the Design Drawings and Specifications.
11. Prepare Record Drawings, Operation and Maintenance Manuals, and closeout permits.

#### **Task 2 – Construction Services**

1. Install GST Mixer:
  - a. Tank mixer from Pax Technology or Grid Bee is to be selected. Based on recent quotes, the lower cost Grid Bee G-12 mixer is assumed.
  - b. Mixer will completely mix the subject tank. In continuous operation, (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.2 mg/l.
  - c. The mixer shall be 120 V installed from the top access hatch. A minimum access hatch size of 12-inches is required.
  - d. Mixer shall be equipped with a control box with SCADA monitoring.
    - i. Control Box: 10" X 8" X 4" Carlon NEMA 4X enclosure, UL listed, HOA switch, contactor for mixer control, 15-Amp GFCI, run indicator light, SCADA monitoring, grounding lug, 120v/1ph male molded plug, and locking latch for security.
    - ii. SCADA: 4-20 mA current transducer provides analog output for motor current which allows for monitoring proper operation, and a 24 VDC relay for remote on / off control of the mixer.
2. Installation GST influent flow meter.
  - a. Install a new 12-inch magnetic flow meter in the existing underground vault for the inlet control valve. The flow meter is to be installed upstream of the existing tank control valve.
  - b. Flow signal is to be tied into the new control panel/PLC and used to flow pace sodium hypochlorite and ammonium sulfate.
3. Install one ammonia analyzer.





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- a. This proposal is based on furnishing one Hach AMC 5500 ammonia analyzer, dual channel. Hach Warranty Plus service, startup, and initial reagents (1-month supply) are also included.
  - b. Ammonia analyzer is to be installed in the pump room near the existing Hach CL 17 analyzer. They shall be mounted on Unistrut in front of the existing chlorine room window.
  - c. The ammonia analyzer signals will be sent to the new control panel/PLC.
  - d. New sample piping and valves shall be routed from the analyzer to the inlet and outlet of the GST. Exact sampling points location that are to be determined. The sample piping/valves will be PVC or polyethylene.
4. Install new sodium hypochlorite storage and feed system
- a. The new hypochlorite system is to be housed in the existing chlorine gas feed room. The new system shall consist of a duplex metering pump skid and 150-gallon (maximum) storage tank.
  - b. Duplex metering pump skid. The duty and standby metering pumps shall be DDA Grundfos metering pumps. The pump skid shall be floor mounted with a calibration column and pressure relief valve. Each pump shall be capable of delivering a chlorine dose between 0 and 5 mg/L of chlorine to a flow rate of up to 2.0 mgd. Pumps will have with a maximum flow rate of 2.0 gph, each. Design parameters for the pumps are to be reviewed with District staff before finalizing order.
  - c. Sodium hypochlorite storage tank. A new 150 gallon (maximum) HDPE storage tank with containment basin shall be used to store sodium hypochlorite. It is assumed that 10 to 12% sodium hypochlorite will be delivered in 55-gallon drums to be supplied by the District.
    - i. A new drum pump shall be provided to and transferred sodium hypochlorite from the 55-gallon drums to the new 150-gallon storage tank.
    - ii. The tank will be equipped with 1-inch PVC fill ball valve, 1/2-inch PVC discharge ball valve, 1-inch vent, and 1-inch overflow.
    - iii. The tank will be equipped with an ultrasonic level sensor and transmitter.
  - d. Piping and Valves
    - i. Tank and pump skid piping shall be schedule 80 PVC. Piping shall be labelled for sodium hypochlorite and flow direction.
    - ii. A new sodium hypochlorite injection point shall be added in the existing underground vault downstream of the GST inlet control valve. Piping from the metering pumps to the new inject pint shall be 3/8" PFA/PTFE tubing in 2" PVC sleeves.
    - iii. Plasmatic degassing 1/2-inch valves shall be mounted on feed line at the high point from the discharge of the pump skid.
    - iv. Isolation valves shall be vented PVC true union ball valves.
  - e. In automatic control, the duty pump would provide feed rate using flow proportioning control, ammonia residual, and chlorine residual trimming. Control of the pumps shall be will via new control panel/PLC. The PLC will calculate the required dose based on the chlorine residual from plant/distribution system, free ammonia available and measured flow into the tank.
  - f. Miscellaneous improvements to existing gas chlorine room
    - i. The existing exhaust fan shall be replaced.
    - ii. Interior walls and ceiling are to be painted. Tile floor will remain as is.
    - iii. Signage indicating "SODIUM HYPOCHLORITE" shall be added to the entry door of the modified room along with a diamond hazardous material sign.
    - iv. An eyewash/shower shall be installed near the sodium hypochlorite room.
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5. Install new ammonium sulfate storage and feed system
    - a. The new ammonium sulfate system is to be housed in the pump room adjacent to the existing chlorine gas feed room. The new system shall consist of a duplex metering pump skid and 60-gallon storage tank.
    - b. Duplex metering pump skid. The duty and standby metering pumps shall be DDA Grundfos metering pumps. The pump skid shall be floor or wall mounted with a calibration column and pressure relief valve. Each pump shall be capable of delivering an ammonium sulfate dose between 0 and 1 mg/L to a flow rate of up to 2.0 mgd. Pumps will have with a maximum flow rate of 2.0 gph, each. Design parameters for the pumps are to be reviewed with District staff before finalizing order.
    - c. Ammonium sulfate storage tank. A new 60-gallon (maximum) HDPE storage tank with containment basin shall be used to store ammonium sulfate. It is assumed that ammonium sulfate will be delivered in 55-gallon drums to be supplied by the District.
      - i. A new drum pump shall be provided to and transferred sodium hypochlorite from the 55-gallon drums to the new 60-gallon storage tank.
      - ii. The tank will be equipped with 1-inch PVC fill ball valve, 1/2-inch PVC discharge ball valve, 1-inch vent, and 1-inch overflow.
      - iii. The tank will be equipped with an ultrasonic level sensor and transmitter.
    - d. Piping and Valves
      - i. Tank and pump skid piping shall be schedule 80 PVC. Piping shall be labelled for ammonia and flow direction.
      - ii. A new ammonia injection point shall be added in a new underground vault downstream of the GST inlet control valve. The new vault will be open top with grating. Piping from the metering pumps to the new inject pint shall be 3/8" PFA/PTFE tubing in 2" PVC sleeves.
      - iii. Isolation valves shall be PVC true union ball valves.
    - e. In automatic control, the duty pump would provide feed rate using flow proportioning control, ammonia residual, and chlorine residual trimming. Control of the pumps shall be will via new control panel/PLC. The PLC will calculate the required dose based on the free ammonia residual from plant/distribution system, free ammonia available and measured flow into the tank.
    - f. Signage indicating "AMMONIUM SULFATE" and diamond hazardous material sign shall be added to the three doors of the pump room.
    - g. A Self-contained eyewash station shall be mounted next to pump skid.
  6. Electrical/Instrumentation and Control:
    - a. Furnish and install conduit and wire for a two-pump skid for sodium hypochlorite feed system, ammonium sulfate feed system, (2) small storage tank ultrasonic transmitters, (2) drum pump transfer pump, influent flow meter, ammonia analyzer, tank mixer, eye wash and exhaust fan.
    - b. Provide remote alarm messaging.
    - c. Furnish and install a new combination starter for the exhaust fan.
    - d. Furnish and install a new control panel and transmitters.
    - e. Furnish and install switches and receptacles as required for the instruments.
    - f. Furnish and install grounding for new magnetic flow meter.
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- g. PLC programming
  - 7. Restore site to existing conditions.
  - 8. Provide O&M manuals supplied with new equipment.

#### **Permits and Fees**

It shall be the Design-Build Entity's responsibility to secure all permits required to complete the work under this contract, except permits obtained by the District. The Design-Build Entity shall be responsible for all inspections and requirements to close-out the completed permits. The District shall pay all permit fees. The Design-Build Entity shall be responsible for all business tax fees for work within the county or Municipalities.

#### **SALVAGED MATERIALS**

- 1. Non-metal waste such as concrete, PVC, fiberglass etc., to be hauled and legally disposed by Design-Build Entity.
- 2. District staff shall identify whether equipment that is to be removed shall be salvaged by District.

#### **ASSUMPTIONS**

- 1. District shall pay associated permit fees for Palm Beach County Health Department and Building Department.
- 2. District shall remove and dispose of all 150-pound chlorine cylinders and 55-gallon drums of ammonium hydroxide.
- 3. It is assumed that no lead or asbestos is present in work that has to be demolished or modified. District should notify Design-Build Entity if they are known to be present. Should lead or asbestos be found, work is to be stopped until remediation measures can be taken by District.
- 4. It is assumed that the modifications will not require modifications to the repump station sprinkler or fire system.
- 5. Equipment sizes assumed in this proposal are approximate and based on information provided by staff.
- 6. District will make available all existing record drawings and surveys as may be required to coordinate and complete this scope of services.
- 7. District will review all submittals and provide comments within one calendar week and notify Design-Build Entity of status.
- 8. District shall provide IP Addresses where required and programming of SCADA screens.



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**B. COSTS**

The costs for the proposed scope of work shall not exceed the Guaranteed Maximum Price of **\$397,899**. A cost breakdown is shown in **Attachment A**.

**C. PROJECT SCHEDULE**

Globaltech will begin work immediately following approval of this task order.

Task	From Notice to Proceed (NTP)
60% Design	12 Weeks
Final Design	16 Weeks
Permitting	18 Weeks
Construction/Installation of Improvements	32 Weeks
<b>Note:</b> Installation of GST mixer can be expedited separate from the rest of the project. However, it would require separate permits and additional permit fees to be paid by the District. If expedited separately, the mixer could be installed as early as 18 weeks from NTP.	



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**D. ACCEPTANCE:**

\_\_\_\_\_  
Troy L. Lyn  
Vice President  
Globaltech, Inc.

\_\_\_\_\_  
Danny Jones, City Manager  
City of Riviera Beach  
600 W Blue Heron Blvd  
Riviera Beach, FL 33404

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Dean Mealy, Purchasing Manager  
Purchasing Department  
2051 MLK Blvd. Suite 310  
Riviera Beach, FL 33404



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

## PURCHASING DIRECTOR

**DATE:** 12 February 2017

**RE:** Purchasing Recommendation – Agenda Item for Globaltech to Complete Two Phase Improvement at Avenue U Water Pump Station

### **BACKGROUND:**

C-Solutions and Chen Moore produced a Preliminary Design Report for the Secondary Disinfection System for Avenue U Re-Pump Station on May 11, 2012. The re-pump station maintains system water pressures and water quality for the western portion of the service area. There have been consistent issues with the effectiveness of the existing system utilized at the re-pump station based on water quality samples obtained at the Avenue U Re-Pump Station. Construction was never addressed from the 2012 report. This project was designed by C-Solutions for Chen Moore in 2014 and subsequently bid. By 2014 the City had expended \$43,716 for the original design and electrical redesign. The estimated cost in 2014 for the entire project to be designed, project administration and construction bid was \$368,560.00

On October 14, 2014, an Invitation to Bid (ITB) No. 440-14 was issued by the Purchasing Department for the Installation of Secondary Disinfection System at Avenue U. The project cost came in much higher than the engineers estimate and the project was put on hold. A minor redesign updating the process control system was done in 2015, however, the project was not bid at that time and continues to be on hold.

This is the highest priority project needed to insure cost effective, good water quality for the long-term in the Western portion of the District's service area, and to comply with the PBCHD Consent Order. Completion of this project will eliminate thousands of dollars of overtime each month required for weekend line flushing.

As a result of the consent orders issued in the fall of 2016, the City hired US Water Services to review the status of Utility District. The Avenue U Re-Pump Station was noted as a critical path item to stabilizing the water quality in the western portion of the service area.

Based on the critical nature of the Avenue U Re-Pump Station, the Utility District requested Globaltech provide an updated evaluation and quote to finalize the project. Globaltech provided a proposal to upgrade the Avenue U Re-pump Station (re-pump station) with the goal of improving chlorine residuals from the re-pump station and associated ground storage tank (GST). The initial request was to replace the existing gas chlorine system at the re-pump station. However, after visiting the site and discussing the project goals with staff and the Utility District's Technical Consultant, their recommended improvements also include adding a GST tank mixer, adding a flow meter, changing the existing chlorine gas system to a liquid sodium hypochlorite system, adding an ammonium sulfate system as well as adding associated appurtenances for the various equipment.

The difference from the original C-Solution and Chen Moore recommendation in 2012/14 to what Globaltech has recommended is the addition of a tank mixer, adding a flow meter, changing the existing chlorine gas system to a liquid sodium hypochlorite system, adding an ammonium sulfate system and adding associated appurtenances for the various equipment.

Globaltech recommends the following:

### **SCOPE**

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- Furnish and install a liquid sodium hypochlorite system instead of a gas system to provide chlorine. The main reason for choosing the liquid

sodium hypochlorite system over a gas chlorine system is safety for the operation staff and surrounding community.

- Furnish and install a liquid ammonium sulfate feed system. The addition of supplemental ammonia might be necessary in order to boost chloramine residual. A liquid ammonia sulfate system is recommended over a gas ammonia system or liquid ammonium hydroxide is for safety.
- Furnish and install a control panel with PLC to flow pace and residual trim sodium hypochlorite and ammonium sulfate addition.

### **Task 1 – Administrative and Engineering Services**

1. Meet with the District to review project scope.
2. Develop subcontracts with mixer supplier, electrical contractor and other entities as may be required.
3. Prepare a preliminary (60%) design.
4. Submit five (5) half-size copies of the 60% design to the District. Meet with the District to review the design.
5. Incorporate the District comments and proceed to final design.
6. Submit FDEP/Palm Beach County Health Department and building department permit applications.
7. Prepare detailed construction schedule to include as a minimum; engineering and permitting services, site mobilization, detailed construction activities, scheduled shutdowns and durations, equipment/material delivery times, testing, startup and commissioning.
8. Prepare submittals, administer and track submittal process.
9. Schedule meetings, inspections, and testing with District staff.
10. Provide Engineer's site visits during construction to confirm construction is being performed in conformance with the Design Drawings and Specifications.
11. Prepare Record Drawings, Operation and Maintenance Manuals, and closeout permits.

Palm Beach County Water has an existing contract for construction services of this specialized nature which the Utility District can access to utilize Globaltech to complete the design, project management and construction. The estimated costs are as follows:

The costs for the proposed scope of work shall not exceed the Guaranteed Maximum Price of \$397,899.

### **PROJECT SCHEDULE**

Globaltech will begin work immediately following approval of this task order.

#### **Task from Notice to Proceed (NTP)**

60% Design 12 Weeks

Final Design 16 Weeks



Permitting 18 Weeks

Construction/Installation of Improvements 32 Weeks

**Note:** Installation of GST mixer can be expedited separate from the rest of the project. However, it would require separate permits and additional permit fees to be paid by the District. If expedited separately, the mixer could be installed as early as 18 weeks from NTP.

The original design needs to be redone to incorporate several very important features that were not previously included. The cost of the redesign by the original engineers is substantial and re-bidding of the project will cause significant delay in completion of this critical project. The bidding environment is also much less favorable to owners than it was in 2014.

#### **RECOMMENDATION:**

The Utility District has recommended an expedited procurement of this project to address the immediate nature of water delivery to the western portion of the service area. The estimated costs from Globaltech are in line with those of the 2012 and 2014 bid amounts. Globaltech has recommended additional equipment to meet the requirements of service delivery.

Due to nature of the critical delivery of water, the fact that the Utility has been addressing the design, project management and construction since 2012, and the most recent review by the FDEP/Palm Beach County Health Department.

Purchasing is recommending piggy-back of the Palm Beach Contract to Globaltech to accomplish this procurement based on critical need of water delivery to the western service area in amount not-to-exceed \$397,899.00

Should you have any questions, please do not hesitate to contact me.

Respectfully,



Dean Mealy, II  
City Purchasing Director

**CITY OF RIVIERA BEACH CITY COUNCIL**  
**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

---

**Subject:** Consultant Engineering Services for Water and Wastewater Projects

---

**Recommendation/Motion:** **Recommendation:** Purchasing recommends the award of RFP 848-17-1 to the two topped ranked firms and to allow Purchasing to negotiate pricing. Both firms have excellent references.

---

<b>Originating Dept</b>	Purchasing/Utility	<b>Costs</b>
<b>User Dept.</b>	Utility	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

Purchasing issued a RFP on November 10, 2016 to retain Professional Engineering Consultant(s) to assist in the implementation of its Water/Wastewater Master Plan which defines the short and long range planning needs, operational and maintenance issues that impact the CRBUD. The Consultant(s) submitting were requested to be cognizant of all federal, state, county and local regulations are met and identify regulatory issues that may impact the CRBUD. The Consultant was requested to demonstrate water/wastewater experience with a similar sized utility (to the CRBUD) or larger. It was the intent of the City to award to multiple ranked firms. Projects will be assigned at the sole discretion of the Utility District.

The CRBUD has three (3) major divisions: Water Supply and Treatment; Water Distribution & Wastewater Collection.

**Water Supply and Treatment**

The Water Treatment Division is responsible for the daily operation and maintenance of the City's water system. This involves the operation of water treatment plant (WTP), with a maximum capacity of 17.5 million gallons per day (mgd), which provides air stripping, lime softening, filtration and disinfection of the water.

The raw water source is the Biscayne Aquifer and water is obtained from 27 production wells. Finished water is delivered to customers through the network of water transmission and water distribution lines. The water treatment plant has four (4) constant speed , three (3) variable speed high service pumps and two (2) transfer pumps together with three (3) water storage tanks and re-pump stations; four (4) constant speed and two (2) variable speed raw water transfer pumps to maintain water pressure throughout the utility service area.



### **Water Distribution**

The Water Distribution Division is responsible for installing, maintaining and repairing the water main system which includes all valves and fire hydrants. The water transmission and water distribution system includes approximately 60 miles of piping varying in size from 6" to 30". The Meter section handles customer service, meter repairs and customer complaints. This division is also responsible for managing a Backflow Prevention Program for the City's Commercial, Industrial and multi-family properties/businesses. Emergency water interconnections exist with adjacent local utilities.

### **Wastewater Collection**

The Sewage Collection Division is responsible for the operation and maintenance of the approximately 90 miles gravity sewer lines varying from 8" to 24" in diameter, approximately 50 sewage lift stations and force main network with pipe varying from 8" to 24" in diameter. The division is also responsible for the Master Lift Station (#50); lift stations # 47 & # 39; which pumps sewage through a 30" force main to the East Central Regional Water Reclamation Facility (ECR) in West Palm Beach, Florida.

Purchasing received five submittals for the RFP. The selection committee was held and ranked the firms as follows:

<b>Ranking Order</b>	<b>BFA Environmental Consultants</b>	<b>Chen Moore &amp; Associates</b>	<b>AECOM Technical Services, Inc.</b>	<b>CES Consultants, Inc.</b>	<b>CPH, Inc.</b>
<b>Score</b>	<b>132.40</b>	<b>127</b>	<b>116</b>	<b>111.50</b>	<b>82.40</b>

The Selection Committee Recommended the top two ranked firms:

1. BFA Environmental Consultants
2. Chen Moore and Associated

### **Fiscal Years**

#### **Capital Expenditures**

#### **Operating Costs**

#### **External Revenues**

#### **Program Income (city)**

#### **In-kind Match (city)**

#### **Net Fiscal Impact**

#### **NO. Additional FTE Positions**

#### **(cumulative)**

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
purchaisng_recommendaition_848.pdf	Purchasing Recommendation	2/10/2017	Cover Memo
848_Resolution_21017_rev_1715.docx	Resolution	2/13/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Utility	Perry, Troy	Approved	2/13/2017 - 5:39 PM
Purchasing	Mealy, Dean	Approved	2/13/2017 - 5:43 PM
Finance	sherman, randy	Approved	2/14/2017 - 8:01 AM
Attorney	Degraffenreidt, Andrew	Approved	2/14/2017 - 4:03 PM
City Clerk	Robinson, Claudene	Approved	2/14/2017 - 4:25 PM
City Manager	Jones, Danny	Approved	2/14/2017 - 5:35 PM



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

DIRECTOR OF PURCHASING

**DATE: 10 February 2017**

**RE: Purchasing Recommendation – RFP 848-17-1, Consulting Engineering Firms for Water and Wastewater Utility Systems**

**Background:** Purchasing issued a RFP on November 10, 2016 to retain Professional Engineering Consultant(s) to assist in the implementation of its Water/Wastewater Master Plan which defines the short and long range planning needs, operational and maintenance issues that impact the CRBUD. The Consultant(s) submitting were requested to be cognizant of all federal, state, county and local regulations are met and identify regulatory issues that may impact the CRBUD. The Consultant was requested to demonstrate water/wastewater experience with a similar sized utility (to the CRBUD) or larger. It was the intent of the City to award to multiple ranked firms. Projects will be assigned at the sole discretion of the Utility District.

The CRBUD has three (3) major divisions: Water Supply and Treatment; Water Distribution & Wastewater Collection.

## **Water Supply and Treatment**

The Water Treatment Division is responsible for the daily operation and maintenance of the City's water system. This involves the operation of water treatment plant (WTP), with a maximum capacity of 17.5 million gallons per day (mgd), which provides air stripping, lime softening, filtration and disinfection of the water.

The raw water source is the Biscayne Aquifer and water is obtained from 27 production wells. Finished water is delivered to customers through the network of water transmission and water distribution lines. The water treatment plant has four (4) constant speed, three (3) variable speed high service pumps and two (2) transfer pumps together with three (3) water storage tanks and re-pump stations; four (4) constant speed and two (2) variable speed raw water transfer pumps to maintain water pressure throughout the utility service area.

## **Water Distribution**

The Water Distribution Division is responsible for installing, maintaining and repairing the water main system which includes all valves and fire hydrants. The water transmission and water distribution system includes approximately 60 miles of piping varying in size from 6" to 30". The Meter section handles customer service, meter repairs and customer complaints. This division is also responsible for managing a Backflow Prevention Program for the City's Commercial, Industrial and multi-family properties/businesses. Emergency water interconnections exist with adjacent local utilities.

### **Wastewater Collection**

The Sewage Collection Division is responsible for the operation and maintenance of the approximately 90 miles gravity sewer lines varying from 8" to 24" in diameter, approximately 50 sewage lift stations and force main network with pipe varying from 8" to 24" in diameter. The division is also responsible for the Master Lift Station (#50); lift stations # 47 & # 39; which pumps sewage through a 30" force main to the East Central Regional Water Reclamation Facility (ECR) in West Palm Beach, Florida.

Purchasing received five submittals for the RFP. The selection committee was held and ranked the firms as follows:

<b>Ranking Order</b>	<b>BFA Environmental Consultants</b>	<b>Chen Moore &amp; Associates</b>	<b>AECOM Technical Services, Inc.</b>	<b>CES Consultants, Inc.</b>	<b>CPH, Inc.</b>
<b>Score</b>	<b>132.40</b>	<b>127</b>	<b>116</b>	<b>111.50</b>	<b>82.40</b>

The Selection Committee Recommended the top two ranked firms:

1. BFA Environmental Consultants
2. Chen Moore and Associated

**Recommendation:** Purchasing recommends the award of RFP 848-17-1 to the two topped ranked firms and to allow Purchasing to negotiate pricing. Both firms have excellent references.

Should you have any questions, please do not hesitate to contact me.

Respectfully,



Dean Mealy, II

City Purchasing Director

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO REQUEST FOR PROPOSAL NUMBER 848-17-1 FOR CONSULTING ENGINEERING FIRMS FOR WATER AND WASTEWATER; AUTHORIZING THE PURCHASING DEPARTMENT TO NEGOTIATE PRICING TERMS AND CONDITIONS; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND CITY CLERK TO EXECUTE AGREEMENTS BETWEEN THE UTILITY DISTRICT BOARD AND THE FIRST RANKED FIRM, BFA ENVIRONMENTAL CONSULTANTS AND THE SECOND RANKED FIRM, CHEN MOORE AND ASSOCIATES; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach solicited RFP 848-17-1 to retain Professional Engineering Consultants for the Water and Wastewater Capital Improvements; and

**WHEREAS**, the selection committee made a recommendation to select the two top ranked firms BFA Environmental Consultants and Chen Moore and Associates; and

**WHEREAS**, it is recommended that Purchasing negotiate pricing terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the Utility Board accept the staff's recommendation selecting the two top ranked firms, BFA Environmental Consultants and Chen Moore and Associates as the recommended Consulting Engineers for Water and Wastewater Projects.

**SECTION 2.** That the Utility District Chairperson and City Clerk authorized to execute agreements.

**SECTION 3.** That the Purchasing Department be authorized to negotiate pricing terms and conditions.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

**SECTION 4.** The Utility Finance Director shall be authorized to make payments from work authorizations issued by the Utility Director.

**SECTION 5.** This resolution shall take effect immediately upon its passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. D. JOHNSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

Date: \_\_\_\_\_

**CITY OF RIVIERA BEACH CITY COUNCIL**  
**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

---

**Subject:** Third Amendment to C-Solutions Contract as Engineer of Record for Lift Station 10 and 50

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**Recommendation/Motion:** It is recommended by Purchasing that the continuation of services with C-Solutions be continued as the Engineer of Record to allow continuity of the finalization of construction of the lift stations. It is further recommended that the requested amount by C-Solutions be negotiated by the Executive Director of the Utility, the Purchasing Director and City Manager.

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<b>Originating Dept</b>	Utility/Purchasing	<b>Costs</b>	\$346,118.00
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<b>User Dept.</b>	Utility	<b>Funding Source</b>	
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<b>Advertised</b>	No	<b>Budget Account Number</b>	
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**Date**

**Paper**

<b>Affected Parties</b>	Not Required
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**Background/Summary:**

Request for Qualifications to retain a professional engineering consultant to provide engineering services for the rehabilitation/replacement of Lift Station 10 and Lift Station 50 was advertised in RFQ No. 371-12 and C-Solutions, Inc. (consultant) was selected to provide these services. C-Solutions initially provided design, permitting, and bidding services for the two lift stations. Close Construction Group, LLC, was awarded as the contractor for the construction of both lift stations through Invitation to Bid (ITB) 493-14.

In accordance with RFQ 371-12 under Article 28, and Additional Services, C-Solutions was designated under Resolution 09-15UD to provide construction administration and field engineering services for the construction of both lift stations in amount not to exceed \$398,710.00.

An amendment to the C-Solutions Contract was approved July 14, 2016 by the Utility District Board for the justification to provide continuing professional engineering services for lift stations 10 and 50 in the not-to-exceed amount of \$207,243.00

Due to construction issues with the contractor Close Construction Group, LLC., the construction contract was terminated October 25, 2016. During the period of termination of the contract with Close Construction Group, LLC., legal review, and subsequent rebid by the Surety Company, C-Solutions stated that additional services related to the contractor default added \$81,258 of costs that were not originally budgeted. C-Solutions has also proposed two additional tasks with the award of the new contract to Wharton Smith.



Task 1 – Construction Contract Administration Services in the amount of	\$120,768.00
Task 2 – Field Services During Construction	\$136,665.00
Task 3 – Additional Services Relating to Contractor Default	\$ 81,258.00
Other Direct Costs	<u>\$ 7,427.00</u>
	\$346,118.00

C-Solutions was identified as the Engineer of Record for the construction of both lift stations. The definition would be: The Design Engineer (Engineer of Record) is best able to efficiently ascertain if the project is constructed to the intent of the Contract Documents. As such the Engineer of Record typically performs engineering services during construction for the vast majority of municipal projects. This helps to ensure that the work is constructed as per the design intent and to give the client consistent coordination responsibility through construction. This consistency helps to minimize change orders for the client and ensure a project is constructed to the standard of quality intended in design.

**Fiscal Years** 2017  
**Capital Expenditures** 346,118  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
3rd_amendment_to_c-solutions.docx	Resolution	2/13/2017	Cover Memo
background_purchasing_recommendation_c-solutions.pdf	Purchasing Recommendation	2/13/2017	Cover Memo
c-solutions_3rd_amendment_proposal.pdf	C-Solutions 3rd Amendment Proposal	2/13/2017	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	2/13/2017 - 5:42 PM
Purchasing	Mealy, Dean	Approved	2/13/2017 - 5:43 PM
Finance	sherman, randy	Approved	2/14/2017 - 8:03 AM
Attorney	Degraffenreidt, Andrew	Approved	2/14/2017 - 4:04 PM
City Clerk	Robinson, Claudene	Approved	2/14/2017 - 4:26 PM
City Manager	Jones, Danny	Approved	2/14/2017 - 5:35 PM

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO C-SOLUTIONS, INC. FOR CONTINUATION OF ENGINEER OF RECORD AND ENGINEERING CONSULTANT SERVICES FOR LIFT STATION 10 AND 50; AUTHORIZING THE PURCHASING DEPARTMENT, EXECUTIVE UTILITY DIRECTOR AND CITY MANAGER TO NEGOTIATE PRICING TERMS AND CONDITIONS; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND CITY CLERK TO EXECUTE AGREEMENTS BETWEEN THE UTILITY DISTRICT BOARD AND C-SOLUTIONS, INC.; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a third amendment to the C-Solutions, Inc. to continue as the Engineer of Record and to provide engineering consultant services to construction project at lift station 10 and 50; and

**WHEREAS**, the previous construction contract with Close Construction Group, LLC on October 25, 2016 and a new vendor has been selected to complete the project; and

**WHEREAS**, it is in the best interest of the Utility District to continue with the Engineer of Record with the new contractor to provide continuity of project; and

**WHEREAS**, it is recommended that Purchasing, Utility District Executive Director and City Manager negotiate pricing terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the Utility Board accept the staff's recommendation to provide a third amendment to the C-Solutions Contract.

**SECTION 2.** That the Utility District Chairperson and City Clerk authorized to execute agreements.

**SECTION 3.** That the Purchasing Department, Utility District Executive Director and City Manager be authorized to negotiate pricing terms and conditions.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

**SECTION 4.** The Utility Finance Director shall be authorized to make payments from work authorizations issued by the Utility Director.

**SECTION 5.** This resolution shall take effect immediately upon its passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. D. JOHNSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

Date: \_\_\_\_\_



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

## PURCHASING DIRECTOR

**BACKGROUND:** Request for Qualifications to retain a professional engineering consultant to provide engineering services for the rehabilitation/replacement of Lift Station 10 and Lift Station 50 was advertised in RFQ No. 371-12 and C-Solutions, Inc. (consultant) was selected to provide these services. C-Solutions initially provided design, permitting, and bidding services for the two lift stations. Close Construction Group, LLC, was awarded as the contractor for the construction of both lift stations through Invitation to Bid (ITB) 493-14.

In accordance with RFQ 371-12 under Article 28, and Additional Services, C-Solutions was designated under Resolution 09-15UD to provide construction administration and field engineering services for the construction of both lift stations in amount not to exceed \$398,710.00.

An amendment to the C-Solutions Contract was approved July 14, 2016 by the Utility District Board for the justification to provide continuing professional engineering services for lift stations 10 and 50 in the not-to-exceed amount of \$207,243.00

Due to construction issues with the contractor Close Construction Group, LLC., the construction contract was terminated October 25, 2016. During the period of termination of the contract with Close Construction Group, LLC., legal review, and subsequent rebid by the Surety Company, C-Solutions stated that additional services related to the contractor default added \$81,258 of costs that were not originally budgeted. C-Solutions has also proposed two additional tasks with the award of the new contract to Wharton Smith.

Task 1 – Construction Contract Administration Services in the amount of	\$120,768.00
Task 2 – Field Services During Construction	\$136,665.00
Task 3 – Additional Services Relating to Contractor Default	\$ 81,258.00
Other Direct Costs	<u>\$ 7,427.00</u>
	\$346,118.00

C-Solutions was identified as the Engineer of Record for the construction of both lift stations. The definition would be: The Design Engineer (Engineer of Record) is best able to efficiently ascertain if the project is constructed to the intent of the Contract Documents. As such the Engineer of Record typically performs engineering services during construction for the vast majority of municipal projects. This helps to ensure that the work is constructed as per the design intent and to give the client consistent coordination responsibility through construction. This consistency helps to minimize change orders for the client and ensure a project is constructed to the standard of quality intended in design.

**RECOMMENDATION:** It is recommended by Purchasing that the continuation of services with C-Solutions be continued as the Engineer of Record to allow continuity of the finalization of construction of the lift stations. It is further recommended that the requested amount by C-Solutions be negotiated by the Executive Director of the Utility, the Purchasing Director and City Manager.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'DM', is positioned above the printed name.

Dean Mealy, II  
City Purchasing Director



**Exhibit A**  
**City of Riviera Beach Utility District**  
**Scope of Services - Amendment No. 3 (RFQ. No. 371-12)**  
**LS No. 10 and 50 – Construction Administration Services**  
**(Replacement Contractor)**

**Scope of Services**

**I. BACKGROUND**

The Riviera Beach Utility Special District (RBUD) has commenced with the rehabilitation / replacement of Lift Station No. 10 (LS 10) located on Singer Island and Lift Station No. 50 (LS 50) located at the Avenue U repump station site. On February 6, 2013 the RBUD entered into an agreement with C Solutions, Inc. (CONSULTANT) for Professional Engineering Services associated with the design, permitting and bidding for the rehabilitation / replacement of LS 10 and LS 50. CONSULTANT has completed the design, permitting and bidding services and the RBUD received bids for the construction of the project entitled "Rehabilitation and Replacement of Lift Stations No. 10 and No. 50" on May 6, 2015. The Construction contract was awarded to Close Construction who was terminated for default on October 25, 2016 at which time the Contractor's surety company was contacted to complete the Contract. RBUD has been in negotiations with the surety company and is anticipated to select a new qualified Contractor to complete the construction of LS 10 and LS50.

In anticipation of award of a construction contract to Wharton-Smith, the RBUD has requested CONSULTANT to provide construction administration and field engineering services for the completion of construction of the project entitled "Rehabilitation and Replacement of Lift Stations No. 10 and No. 50".

Request for qualifications to retain a professional engineering consultant(s) to provide engineering services for the rehabilitation / replacement of LS 10 and LS 50 was advertised in RFQ. No. 371-12 and C Solutions, Inc. (CONSULTANT) was selected to provide these services. Under the original work authorization, additional services for construction were identified as a future amendments.

**II. SCOPE OF SERVICES**

The CONSULTANT will perform the engineering scope of services as described herein for the completion of the construction project (project).

**Task 1 Construction Contract Administration Services**

The CONSULTANT will perform the following tasks associated with administration activities related to the construction of the project:

**1.1 General Management**

CONSULTANT will provide services for the management of engineering tasks during construction. Such management activities will include project coordination with the RBUD and



the RBUD's inspector, general coordination with the contractor, scheduling, and general correspondence with the RBUD and the Contractor.

It is assumed general management services will be provided throughout the entire duration of the project (210 consecutive days).

#### 1.2 Pre-construction Conference and Progress Meetings

CONSULTANT will attend meetings with the RBUD and the Contractor. As a minimum, one representative of CONSULTANT will attend the project progress meetings (i.e., the Project Manager) together with the Resident Project Representative (RPR) to discuss the project progress. CONSULTANT will chair the progress meeting and prepare and issue meeting minutes. Additional CONSULTANT or sub-consultant team members will attend, as appropriate, to address specific subject matter as issues arise during the course of the construction work.

It is assumed that these project progress meetings will be held monthly during the 7 months of the construction period; plus one project kick-off and one project close out meeting. A total of 9 meetings are assumed.

#### 1.3 Inventory Review and Assistance with Project Startup

CONSULTANT will provide assistance to the newly selected Contractor in performing the inventory of existing material and equipment onsite to help determine what additional material and equipment will be required for completion. CONSULTANT will also assist the Contractor to get up to speed on the construction activities that have been performed to date and be available to answer any questions, to the best of the CONSULTANT's ability, which the Contractor may have in planning for the completion of the project. Finally the CONSULTANT will provide basic assistance (provision of any required historical data) to the Contractor for procuring the renewal of dewatering permits from SFWMD and FDEP. The Contractor is entirely responsible for properly inventorying the existing equipment and materials and procuring replacement or missing material or equipment to properly complete the project as well as obtaining dewatering permits with an independent engineer as specified in the technical specifications.

#### 1.4 Contract Interpretation and Clarifications

CONSULTANT shall issue necessary technical interpretations and clarifications of the Contract Documents in a timely manner, as specified in the Contract Documents, unless otherwise authorized by the RBUD. CONSULTANT shall issue necessary interpretations and clarifications of the Construction Drawings and specifications, and in connection therewith prepare work change directives as required or requested by the RBUD. CONSULTANT may issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the Work. CONSULTANT will notify the RBUD of any such requested deviations or substitutions, and when reasonably necessary, provide the RBUD with a recommendation concerning same.

A total of 10 Request for Information (RFI) are assumed.

### 1.5 Shop Drawings and Contract Document Submittals

CONSULTANT shall review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of laboratory tests and inspections, manufacturer's operations and maintenance manuals, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents. In addition, CONSULTANT will receive and review all items to be delivered by the Contractor(s) pursuant to the Contract Documents, including but not limited to all maintenance and operating instructions, schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. CONSULTANT shall provide written comments and recommendations concerning their completeness under the Contract Document. CONSULTANT shall complete its review of submittals, shop drawings, samples and other data so as not to delay progression of the work, and in any event within fourteen (14) business days of receipt.

The projected quantity of remaining shop drawings and manufacturer's O&M manuals is 26 submittals and is based on the estimated resubmittals or new submittals of shop drawings required in the Contract drawings and specifications, and the contract specifications' requirement that the Contractor submit complete submittals for equipment by specification section. This number of submittals assumes that 23 submittals will be reviewed with remaining funds in Amendment No. 2 of this contract (total of 49 submittals to be reviewed from new Contractor). If the Contractor submits partial or piecemeal submittals and/or manufacturer's O&M manuals, the CONSULTANT will reject such submittals without review and return those submittals to the Contractor in accordance with the contract documents. Should the actual quantities of shop drawings or manufacturer's O&M manuals exceed the quantity identified, the CONSULTANT shall be entitled to additional compensation through a negotiated amendment with the RBUD.

### 1.6 Review and Approval of Contractor Applications for Payment

Based upon the Project records (including but not limited to delivery schedules, inventories and construction reports), as well as the RPR's observations at the site and evaluations of the data reflected in Contractor's application for payment, CONSULTANT shall render a recommendation to the RBUD concerning the amount owed to the Contractor and shall forward the Contractor's application for such amount to the RBUD. Such approval of the application for payment shall constitute a representation by CONSULTANT to the RBUD, based on observations and evaluations, that:

- (a) The work has progressed to the point indicated.
- (b) The work is substantial, in accordance with the Contract Documents.
- (c) The Contractor is entitled to payment in the recommended amount.

### 1.7 Change Orders

CONSULTANT shall receive and log all requests for project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences identified by the Contractor during the progress of work, inadvertent omissions (betterment) issues in the Contract Documents, or additional improvements requested by the RBUD after the project bid date. CONSULTANT will provide a response to the contractor and the RBUD with respect to a request for change order within a reasonable amount of time after receipt of contractor's



notice and all necessary backup information required by CONSULTANT to formulate a response. CONSULTANT will have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. CONSULTANT is not authorized to bind the RBUD to changes in contract price or time.

Regardless of the source, CONSULTANT shall evaluate the impact of the change request in terms of project cost and schedule. CONSULTANT shall prepare an analysis of the change request indicating reasons for acceptance, references to applicable sections of the contract documents that validate or disclaim the change request, and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. If requested cost impacts are not considered by CONSULTANT to be fair and reasonable, CONSULTANT shall advise the RBUD and assist the RBUD to negotiate with the Contractor the scope and cost of any necessary contract change orders, using as a basis for such negotiations data or other information, emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. If requested schedule impacts are not considered reasonable by CONSULTANT, CONSULTANT advise the RBUD and shall assist the RBUD to jointly negotiate with the Contractor a fair and reasonable schedule impact based on analysis of the Contractor's CPM schedule. CONSULTANT's analysis of the change request shall be forwarded to the RBUD.

Following approval and/or negotiation of Contractor change order requests, CONSULTANT shall prepare, recommend and submit for the RBUD's approval such change orders. CONSULTANT's services do not include litigation support.

A total of 3 change orders are assumed.

#### 1.8 Substantial and Final Construction Completion and Project Close-Out Reviews

These services are being provided as specified under the original Construction Services Amendment (Amendment No. 1) since the terminated contractor did not achieve substantial completion. No additional monies are added to this amendment for these services.

#### 1.9 Record Drawings

These services are being provided as specified under the original Construction Services Amendment (Amendment No. 1) since the terminated contractor did not achieve substantial completion. No additional monies are added to this amendment for these services.

It is assumed that the new contractor will be able to provide record drawing markups, as specified in the Contract Documents, to the Engineer for the completion of these services as intended in the original scope of services.

### **Task 2 - Field Services During Construction**

The CONSULTANT will provide field services during construction as specified below.

#### 2.1 Resident Project Representative

CONSULTANT shall provide a part-time RPR throughout the duration of construction activities for the project (assumed to be 7 months). It is assumed that the part-time RPR will be

- 13) Before issuance of a determination of substantial completion, prepare a written list of items requiring completion or correction. Coordinate and participate in a review of the project with the RBUD upon receipt of Contractor's request for substantial completion. Provide verification that all items have been completed and properly corrected prior to final inspection. Coordinate and participate in the final inspection with the RBUD.
- 14) Report to the RBUD as soon as possible any environmental concerns and the occurrence of any accident.
- 15) In addition, the RPR:
  - a. Shall not undertake any of the responsibilities of the Contractor or subcontractors.
  - b. Shall not issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c. Shall not advise on or issue directions about safety precautions and programs about the Contractor's Work.
  - d. Shall not approve any interruptions or modification of the RBUD's facilities without the approval of the RBUD.
  - e. RPR shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CONSULTANT's own employees and agents) at the Project site.

## 2.2 Discipline Specific Inspections

CONSULTANT will furnish the services of discipline specific (instrumentation, electrical, and structural) inspectors for construction of the project to supplement the RPR throughout the duration of the construction period. The following estimated hours are assumed for discipline specific inspections over the duration of construction:

▪ Structural:	24 hours
▪ Geotechnical (pile installation)	8 hours
▪ Electrical:	16 hours
▪ Instrumentation and Control:	16 hours

## 2.3 Startup and Testing Services

These services are being provided as specified under the original Construction Services Amendment (Amendment No. 1) since the terminated contractor did not achieve substantial completion. No additional monies are added to this amendment for these services.

## 2.4 Operator Training

These services are being provided as specified under the original Construction Services Amendment (Amendment No. 1) since the terminated contractor did not achieve substantial completion. No additional monies are added to this amendment for these services.



provided for 30 hours per week throughout the duration of construction activities. The RPR's duties and responsibilities shall include the following:

- 1) Attend pre-construction conference, construction progress meetings and other construction conferences.
- 2) Serve as CONSULTANT 's construction liaison with the Contractor and provide assistance in interpreting the Contract Documents.
- 3) Assist in obtaining from the RBUD staff additional details or information at the job site.
- 4) Conduct on-site observations of construction in progress (including specialized field tests), to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that completed construction conforms to the Contract Documents. Inform the Contractor whenever the RPR believes that any construction is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. Immediately inform the Contractor upon the commencement of any construction requiring a submittal if the submittal has not been accepted. Visually inspect and review suitability and method of storage of materials, equipment and supplies delivered to the construction site in accordance with the Contract Documents.
- 5) Keep a daily diary and / or log book recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures.
- 6) Prepare daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site.
- 7) Review monthly applications for payment with the Contractor for accuracy, back-up detail and completeness and coordinate final recommendation for payment with the RBUD.
- 8) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections in the daily reports.
- 9) Review Contractor measurements and notations on the Contractor's set of record drawings indicating field changes in construction and "as-built" conditions.
- 10) Advise the RBUD before scheduled major tests, inspections or start of important phases of construction.
- 11) Coordinate with the RBUD and the Contractor necessary shutdowns and interruptions of the RBUD's facilities.
- 12) During the course of construction, verify that certificates, operating and maintenance manuals and other data required to be assembled and furnished by the Contractor are available to the RBUD before equipment start-up and operator training is conducted by the Contractor as required by the Contract Documents and, in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.

### Task 3 – Additional Services Relating to Contractor Default

The CONSULTANT assisted RBUD with additional services relating to the Original Contractor's default including services subsequent to the Contractor's termination (e.g. negotiations with Surety Company and possible future contractors). These services included: assistance to RBUD with the interpretation of the Contract Documents; review of legal correspondence; assistance to RBUD's counsel on the background of the construction project and understanding of various Contract Document requirements; research, organization and/or provision of background documentation (emails, letters, specific contract requirements, etc); additional meetings; and additional RPR services.

### ASSUMPTIONS

This Authorization scope of services is based on the following:

- A. The total duration of the project is 210 consecutive days. CONSULTANT will provide part-time inspection services as specified above for the majority of the 210 consecutive day construction duration. Any additional efforts beyond the 210 day project construction phase duration will be compensated as amended to this Professional Engineering Services Agreement.
- B. This Scope of Services and specified fee represent services and monies for additional work to be performed by the CONSULTANT for the management of Construction to be performed by Wharton-Smith, Inc. and assumes that the compensation for additional non-scoped services provided by the CONSULTANT prior to the performance of construction administration for the newly selected contractor have been paid to the CONSULTANT.
- C. During part-time on-site observations and/or during limited field checks of materials and equipment, CONSULTANT may endeavor to provide protection for the RBUD against defects and deficiencies in the work of the construction contractor. The furnishing of such services; however, will not make CONSULTANT responsible for (or give CONSULTANT control over) construction means, methods, techniques, sequences or procedures; for safety precautions or programs; or for the responsibility of construction contractor's failure to perform the work.
- D. CONSULTANT will not undertake any responsibilities of the contractor, subcontractor, or contractor's superintendent, or expedite the work.
- E. Record Drawings will be prepared based upon information provided by Contractor as required in the specifications.

### III. Time of Completion

The Notice to Proceed (NTP) defines the official commencement of the CONSULTANT's amendment to the original contract. NTP will be defined as having an approved amendment for the services specified herein and start the business day following receipt of an official letter from RBUD specifying the direction to commence with services for the Contractor Wharton-Smith. The following schedule is based on the notice to proceed (NTP). All days are defined as calendar days.

Task Description	Completion (Days from NTP)
Task 1 - Construction Contract Administration Services	210
Task 2 - Field Services During Construction	210

It is estimated that the construction phase of this project will be completed within 210 consecutive calendar days as identified in the Contractor's initial Notice to Proceed.

#### IV. Proposed Compensation

The CONSULTANT shall perform the services defined in this scope of work for a lump sum fee of as specified below. Invoices will be submitted to RBUD monthly and define the current percent complete for the project. The breakdown of fees per task is estimated below.

Task Description	Lump Sum Amount
Task 1 - Construction Contract Administration Services	\$120,768
Task 2 - Field Services During Construction	\$136,665
Task 3 - Additional Services Relating to Contractor Default	\$81,258
Other Direct Cost (ODCs)	\$7,427
<b>TOTAL</b>	<b>\$346,118</b>

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

---

**Subject:** FIRST AMENDMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE TOWN OF MANGONIA PARK.

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**Recommendation/Motion:** Staff recommends that the Board approve the First Amendment to the agreement between the City of Riviera Beach Special Utility District and the Town of Mangonia Park.

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<b>Originating Dept</b>	Utility Department	<b>Costs</b>
<b>User Dept.</b>	Utility	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

Records indicate that in 2008 the City of Riviera Beach Utility District entered into an Intergovernmental Utility Service Agreement with the Town of Mangonia Park to provide waste water services.

The Town of Mangonia Park is requesting a modification to the current agreement that provides addition time for them to notify the City of their intent to renegotiate a new agreement within a twelve (12) month period.

This modification will also assist with additional time to conduct a financial analysis of their related services.

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact



Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
RESOLUTION___TOWN_OF_MANGONIA_PARK_FLORIDA_1_AMENDMENT_TO_WATER_SERVICE_AGREEMENT.doc	RESOLUTION LETTER FROM TOWN OF MANGONIA PARK	2/15/2017	Resolution
Mangonia_Park_and_Riviera_Beach_Sewage_Agreement.pdf	Agreement	2/15/2017	Backup Material
TOWN_OF_MANGONIA_PARK_FLORIDA_1_AMENDMENT_TO_WATER_SERVICE_AGREEMENT.docx	Agreement	2/15/2017	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Monroe, Luecinda	Approved	2/15/2017 - 1:48 PM

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE OF THE FIRST AMENDMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE TOWN OF MANGONIA PARK, FLORIDA, FOR PROVISION OF WATER SERVICE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City entered into an Intergovernmental Utility Service Agreement, hereinafter "Agreement," with the TOWN OF MANGONIA PARK, FLORIDA on March 10<sup>th</sup>, 2018 to provide the Water Service to the Town; and

**WHEREAS**, section 9.3 of the Agreement established a 10 year term with an a provision for renewal with an additional term of ten (10) years, upon mutual agreement of the parties, at least twelve (12) months prior to the expiration of the original term. Either party may terminate this Agreement at any time if required by law, administrative order or otherwise required by a governmental agency with jurisdiction over the party. Further, either party may terminate this Agreement by providing twelve (12) month notice to the other party; and

**WHEREAS**, the **TOWN OF MANGONIA PARK** desires to amend the provision for renewal notice from at least twelve (12) months prior to the expiration of the original term to at least six (6) months prior to the expiration of the original term.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:**

**Section 1.** That Section 9.3 of the Agreement is hereby amended to read as follows:

A. This Agreement shall have a term of ten (10) years. The Agreement maybe renewed for an additional term of ten (10) years, upon mutual agreement of the parties, at least ~~twelve (12)~~ **six (6)** months prior to the expiration of the original term. Either party may terminate this Agreement at any time if required by law, administrative order or otherwise required by a governmental agency with jurisdiction over the party. Further, either party may terminate this Agreement by providing twelve (12) month notice to the other party.

**Section 2.** In all other respects, the terms of the Agreement shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

RESOLUTION NO. \_\_\_\_\_

PAGE 2

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
BOARD MEMBER

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
BOARD MEMBER

\_\_\_\_\_  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

T. DAVIS \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
DISTRICT ATTORNEY

DATE: \_\_\_\_\_



**Town of Mangonia Park, Florida**  
1755 East Tiffany Drive, Mangonia Park, FL 33407  
561.848-1235 (FAX) 561.848-6940  
[info@townofmangoniapark.com](mailto:info@townofmangoniapark.com)

**December 15, 2016**

**Mr. Danny Jones**  
**Interim City Manager**  
**City of Riviera Beach**  
**600 W. Blue Heron Blvd.**  
**Riviera Beach, Florida 33404**

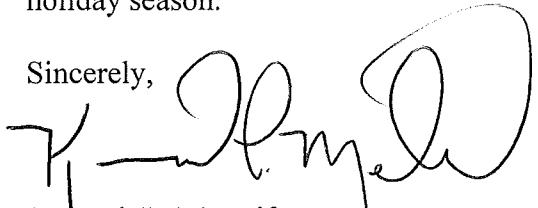
Dear Mr. Jones:

Thank you for meeting again with me yesterday concerning the sewage agreement between Riviera Beach and Mangonia Park. Based on the conversation we had I'm going to make a few requests:

1. Please consider changing the notification date in the 2008 agreement to six months instead of one year (or 12 months).
2. Consideration of a new three year agreement that excludes the monthly surcharge.
3. Based on item #2, a minimum of two Workshops with our respective Councils to discuss the specifics about the new agreement. I believe that you and I are in agreement that during the workshops, it would be beneficial to have the Treasure Coast Regional Planning Council assisting and guiding the conversation.

I'm thinking that my Council would be open to meet with your Council as early as mid to late January. I will await your response and I hope that you and your family have a wonderful holiday season.

Sincerely,

  
Kenneth L. Metcalf  
Town Manager  
"Ken"

**FIRST AMENDMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT AND THE TOWN OF MANGONIA PARK, FLORIDA,  
FOR PROVISION OF WATER SERVICE**

THIS Amendment to the Intergovernmental Utility Service Agreement is entered into between the City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the Town of Mangonia Park, Florida, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "Town".

**WITNESSED:**

**WHEREAS**, the City entered into an Intergovernmental Utility Service Agreement, hereinafter "Agreement," with the **TOWN OF MANGONIA PARK, FLORIDA** on March 10<sup>th</sup>, 2018 to provide the Water Service to the Town; and

**WHEREAS**, section 9.3 of the Agreement established a 10 year term with an a provision for renewal with an additional term of ten (10) years, upon mutual agreement of the parties, at least twelve (12) months prior to the expiration of the original term. Either party may terminate this Agreement at any time if required by law, administrative order or otherwise required by a governmental agency with jurisdiction over the party. Further, either party may terminate this Agreement by providing twelve (12) month notice to the other party. Notice shall be sent as set out in section 7, above; and

**WHEREAS**, the **TOWN OF MANGONIA PARK** desires to amend the provision for renewal notice from a at least twelve (12) months prior to the expiration of the original term to at least 6 months prior to the expiration of the original term.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and TOWN agree as follows:

**Section 1.** That Section 9.3 of the Agreement is hereby amended to read as follows:

A. This Agreement shall have a term of ten (10) years. The Agreement maybe renewed for an additional term of ten (10) years, upon mutual agreement of the parties, at least ~~twelve (12)~~ **six (6)** months prior to the expiration of the original term. Either party may terminate this Agreement at any time if required by law, administrative order or otherwise required by a governmental agency with jurisdiction over the party. Further, either party may terminate this Agreement by providing twelve (12) month notice to the other party. Notice shall be sent as set out in section 7, above.

**Section 2.** In all other respects, the terms of the Agreement shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

**IN WITNESS WHEREOF**, the Parties unto this Amendment have set their hands and seals on the day and date first written above.

**CITY OF RIVIERA BEACH**

**TOWN OF MANGONIA PARK, FLORIDA.**

BY: \_\_\_\_\_  
TERENCE DAVIS  
CHAIRPERSON

BY: \_\_\_\_\_  
WILLIAM ALBURY, III  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
DISTRICT ATTORNEY

DATE: \_\_\_\_\_

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

---

**Subject:** REQUEST FROM BROWN & ASSOCIATES COPY SERVICES PAYMENT

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**Recommendation/Motion:**

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<b>Originating Dept</b>	UTILITY DISTRICT	<b>Costs</b>
<b>User Dept.</b>	UTILITY DISTRICT	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
2_13_17_REQUEST_FROM_BROWN___ASSOCIATES.pdf	REQUEST FOR PAYMENT	2/13/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	2/13/2017 - 5:41 PM



**INDEPENDENT CONTRACTOR:** Outside Counsel is, and shall be in the performance of all work, services, and activities for the City, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this engagement, shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, Outside Counsel's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

**TERMINATION OF LEGAL SERVICES:** The City has the right to terminate Outside Counsel's representation upon written notice to Outside Counsel, and said termination shall become effective upon receipt of said notice. Outside Counsel may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Outside Counsel would prejudice the City in any pending litigation. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the terminated work to the City Attorney's Office.

On behalf of the firm, I agree to the terms outlined above.

**OUTSIDE COUNSEL:**



Michael D. Brown, Esq.  
BROWN & ASSOCIATES, P. A.

Dated: 5/27/10

computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and orally approved by the City Attorney in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research which is routine in nature. The City will pay only for updating and shepardizing existing research and/or fact specific research.

**PRIOR APPROVAL REQUIRED:** Outside Counsel shall not settle any claim without the prior written authorization of the City Attorney's Office and/or the City Council as appropriate. Outside counsel shall obtain approval (oral or written) from the City Attorney's Office before filing any complaint, counterclaim, cross-claim, third-party claim, summary judgment motion or conducting depositions; before selecting a mediator/arbitrator or retaining any experts or arranging any out-of-town travel.

**REPORTING REQUIREMENTS:** Outside Counsel shall provide status reports, in writing, as requested by the City Attorney's Office. Outside Counsel shall copy the City Attorney on all substantive filings including, but not limited to, complaints, answers, interrogatory answers, request for admissions, summary judgment motions and memoranda of law, trial orders, mediation summaries, pre-trial stipulations, witness and exhibit lists, motions in limine, and all post-trial motions. Unless said copy is a pressing matter which requires prompt attention by the City Attorney or when otherwise advised by the City Attorney all such copy shall be sent by regular U.S. Mail. The City shall not pay for any long distance and/or facsimile charges of routine copy matters.

**CONFLICTS OF INTERESTS:** Outside Counsel represents to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Outside Counsel shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interests, which may influence or appear to influence Outside Counsel's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Outside Counsel wants to undertake and shall request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Outside Counsel. The City shall notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest by Outside Counsel, the City shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance or complete copies of said policies, satisfactory to the City, shall be furnished to the City upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

**BILLING:** Unless otherwise stated, all invoices must be submitted to the City Attorney's Office on a monthly or quarterly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and, each billing entry must be sufficiently descriptive so the City Attorney's Office can determine exactly what professional service was provided and can assess the appropriateness of the related time charge. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by Outside Counsel, is not permitted by the City.

**COSTS AND EXPENSES:** The City will reimburse Outside Counsel for any out-of-pocket expenses, including, but not limited, to filing fees, long distance telephone charges, postage charges, courier fees, outside printing and photocopying, court reporter and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at a rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The City will not pay for local facsimile transmissions.

The use of couriers or express mail requires prior oral approval from the City Attorney's Office.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Generally the City does not pay for local travel (South Florida), including, but not limited to, attorney's time in such travel and/or reimbursement for meals. However, any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) by the City Attorney's Office, and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of the legal services provided.

The City will not be responsible for the cost of any computerized legal research service that Outside Counsel receives on a fixed or "flat fee" basis. For payment of

**CITY OF RIVIERA BEACH/UTILITY DISTRICT  
STANDARDS FOR LEGAL SERVICES**

Your firm, Brown and Associates, P.A. (hereinafter "Outside Counsel") has been selected by the Utility Special District (hereinafter "City") to investigate and address water quality issues at the Utility Special District. Your agreement concerning the City's representation is set forth in your engagement letter of May 3, 2016 and these STANDARDS FOR LEGAL SERVICES (hereinafter "Standards").

**FEES:** The City agrees to compensate Outside Counsel for legal services performed on behalf of the City at the hourly rates ranging from \$300 for Shareholders, \$150.00 for Associates and \$75.00 for paralegals. Compensation shall not exceed \$24,999.

**PROFESSIONAL STAFFING:** Staffing shall be provided as set out in your engagement letter. The City does not pay for secretarial/clerical tasks which are or could be performed by a secretary or clerk. The City reserves all rights as to the ultimate decision whether such work is or could be performed by secretarial or clerical personnel. Additionally, it is anticipated that Outside Counsel will attempt whenever possible to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of Outside Counsel or staff experience required by task, and taking other actions to improve efficiency. Multiple staffing of attorneys at meetings, depositions, conferences, etc. will not be compensated unless prior oral or written approval from the City Attorney's Office has been obtained.

**ATTORNEY-CLIENT RELATIONSHIP AND CONFIDENTIALITY:** Outside Counsel and the City agree and understand that all communication they have had, and will have, relating to this Engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship. The confidentiality and trust demanded by this professional relationship is both required and protected by Law. The City may rely on the privileges accorded this professional relationship in all matters in which Outside Counsel provides legal services. Furthermore, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

**PUBLIC RECORDS:** Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Outside Counsel must observe and comply with the requirements of said laws and all related City policies and procedures.

**PROFESSIONAL LIABILITY INSURANCE:** Outside Counsel will maintain in full force and effect, during the life of this Engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence



## CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD •  
P.O. DRAWER 10682  
TEL (561) 845-4069

RIVIERA BEACH, FLORIDA 33404  
RIVIERA BEACH, FLORIDA 33419  
FAX (561) 845-4017

OFFICE OF  
CITY ATTORNEY

Sent via email only

May 20, 2016

Michael D. Brown, Esq.  
Brown & Associates, P.A.  
2620 Lakeshore Drive - Suite 100  
Riviera Beach, FL 33404

RE: Engagement of Brown & Associates, P.A.

Dear Mr. Brown:

As you know the Utility Special District approved a motion on May 19, 2016, engaging your firm as special legal counsel to the Riviera Beach Utility Special District to investigate, among other things, water quality issues. The complete scope of your services has been accepted as set forth in your May 3, 2016 letter of engagement. This letter and the city's standards (relevant sections only) will supplement your letter of engagement. The Utility Special District is agreeing to compensate your firm up to \$24,999. If at any time you believe the fees will exceed this amount, please advise before exceeding the amount and it will be discussed with the Board.

Please execute the standards and return to me, and if you have any questions please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Pamala H. Ryan, B.C.S.  
City Attorney

Enclosures

PHR:syj

**AUTHORITY TO DO SO AT EACH RESPECTIVE AGENCY, TO GRANT FULL ACCESS TO THIS FIRM OR ITS AGENTS TO ALL RELEVANT DOCUMENTS AND RECORDS OF ANY KIND (INCLUDING ALL ELECTRONIC DATA). FURTHERMORE, UPON REQUEST BY THIS FIRM, THE PERSON WITH THE AUTHORITY FROM EACH OF THE AFOREMENTIONED AGENCIES MUST DIRECT ANY INDIVIDUAL(S) THAT THIS FIRM BELIEVES IT NEEDS TO INTERVIEW DURING THE INVESTIGATION TO BE MADE AVAILABLE FOR QUESTIONING IN A DESIGNATED CONFERENCE MEETING ROOM AT THE RIVIERA BEACH CITY HALL WITHIN TWO DAYS OF A REQUEST MADE BY THIS FIRM.**

This firm invites you to discuss freely any questions you may have concerning a fee or cost charged on any monthly statement; this firm wants its clients to be satisfied with both the quality of its legal work and the reasonableness of the fees charged for those services.

Finally, a few words about the ethics of our profession that will govern our representation of you. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney/client communications exist to encourage candid and complete communication between a client and his or her lawyers. We can perform truly beneficial services for you only when we are aware of all information that might be relevant to our representation. We must receive all information that you have that might be relevant. Consequently, we trust that our attorney/client relationship with you will be based on mutual confidence and unrestricted communication that will facilitate our proper representation of you.

If you agree to our representation of you on the foregoing terms, then please sign where indicated below and return this agreement to this office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'M.D. Brown', with a stylized flourish at the end.

Michael D. Brown, Esquire

MDB:mdb  
Enclosure

during the immediately preceding month. This statement will be due and payable upon receipt by you. It is this firm's general policy to request a retainer which I would normally hold in my trust account to apply against any monthly statement or against the final bill rendered as I may in our sole discretion decide. This firm will not require the district to provide it with a retainer regarding this matter.

The scope of services that this firm will provide to the water district board members are:

To investigate the circumstances under which it was determined by the regulatory agencies with the authority to do so, that a portion of the city's public drinking water supply violated federal, state or local water safety requirements. (This matter recently became known to the public when it was revealed that the city was fined by several regulatory agencies with the authority to do so, for repeated violations of water quality standards);

To review all relevant municipal records to determine what role if any, municipal employee(s), department(s) or agency (ies) had, or should have had, regarding the city's water supply and compliance with water safety regulations, and, whether any employee(s), department (s), or agency(ies), received any notice (s) or other relevant information from any regulatory agency with the authority to monitor the district's compliance with the applicable regulations, which indicated that the district's water operation was in violation of the applicable regulations;

To identify any individual(s), who knew or should have known, or identify any agency (ies) or department (s ) which had knowledge of, or should have had knowledge of the fact that the utility water district failed to comply with proper water safety regulations; when the individual(s), agency(ies), or department(s), obtained, or should have obtained knowledge of the noncompliance; and,

What action, if any, was taken, or should have been taken, by the individual (s), agency (ies), or department (s), regarding the city's water supply upon gaining knowledge of, or upon receipt of notice that the city's water supply was in violation of applicable water standards.

This firm will complete and deliver a Final Written Report to the Riviera Beach Utility Special Water District Board which reflects its findings within seven (7) business days of completion of the investigation. Furthermore, this agreement confirms that this firm is willing to address any additional legal, operational, or procedural matters that the board, or the administration, at the direction of the board, request it to do so. This provision was added to this agreement at the request of the water district attorney to address the possibility that the board may request this firm assist it in other water district matters.

**IN ORDER TO COMPLETE THE FINAL REPORT THE BOARD MUST INSURE ALL CITY OF RIVIERA BEACH AND RIVIERA BEACH UTILITY SPECIAL WATER DISTRICT EMPLOYEES OR AGENTS BE DIRECTED BY THE PERSON WITH THE**

**BROWN & ASSOCIATES, P.A.**  
*Attorneys and Counselors at Law*

---

*Michael D. Brown, Esq.*

*E.J. Brown, Esq.*  
*(1956 - 1995)*

May 3, 2016

Mayor Thomas Masters  
Board Member Dawn S. Pardo  
Board Member Terence "TD" Davis  
Board Member Bruce A. Guyton  
Board Member Kashamba L. Miller-Anderson  
Board Member Tonya Davis Johnson

Riviera Beach Utility Special  
Water District  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

Re: Riviera Beach Water District Board regulatory compliance

To the Honorable Mayor and District Board members:

This confirms the engagement of Brown & Associates, P.A. as special legal counsel to the Riviera Beach Utility Special Water District Board members to address water quality issues which have recently come to the public's attention as a result of the imposition of fines imposed on the water district by the Palm Beach County Health Department, or additional regulatory agencies. The fines were apparently imposed as a result of the water district's violation of applicable safe drinking water standards or procedures. Our engagement as legal counsel is terminable at will by either the board or this firm.

My current standard hourly billing rate is \$400.00 per hour. Associate attorneys are billed at an hourly rate of \$200.00 per hour. Paralegals are billed at an hourly rate of \$100.00 per hour. However, I have elected to charge the district a reduced billing rate of \$300.00 dollars per hour for my time, \$150.00 per hour for associate time, and \$75.00 per hour for paralegal time.

In consideration for the legal services this firm renders on behalf of the Riviera Beach Utility Special Water District board members, the firm will bill the district monthly, generally soon after the first of each month, for legal services rendered and expenses or costs incurred on its behalf

2620 Lakeshore Drive • Suite 100 • Riviera Beach, Florida 33404  
Phone (561) 848-4306 • Fax (561) 842-6845 • E-mail lawmdbrown@aol.com



## Additional Charges :

	<u>Amount</u>
9/20/2016 Photocopy charges re document review	<del>280.00</del>
Outside photocopying of documents reviewed, bates stamped, binders, folders	650.00
Total additional charges	<u>\$930.00</u>
Total amount of this bill	<u>\$50,760.00</u>
Balance due	<u>\$50,760.00</u>



A Better Digital  
3845 Investment Lane Suite 1  
West Palm Beach, FL 33404  
561-655-4944  
561-444-2832 F

accounting@abetterdigital.com

45-4759799

# Invoice

Date	Invoice #
9/21/2016	400563

Bill To

Brown & Associates, P.A.  
2620 Lakeshore Drive  
Suite 100  
Riviera Beach, FL 33404

Ship To

Brown & Associates, PA  
2620 Lakeshore Drive  
Suite 100  
Riviera Beach, FL 33404

Our terms: Established accounts net 15 days  
Note: 1.8% Finance Charge will be added to accounts over a 15 day receivable

Case Name

RIVERIA BEACH

Case Number

Job Contact

MICHAEL

Via

A Be...

ABC Job#

AB-00

Copy Tech

FE

Terms

Net 10 Days

Item Code

Quantity

Description

Price Each

Amount

scanlitDocBW  
disc20  
bateslabel  
dvdArchive  
dvdArchive  
disc10  
binder2inch  
binder3inch  
binder1inch

6,050 Scan documents LTR/LGL B&W @ 200ppi  
6,050 Special 20% discount  
1 Bates Numbering on labels and affix to document  
2 Archive standard files/scans to DVD  
2 Archive standard files/scans to DVD  
3 Special 10% discount  
3 2 inch 3 hole clearview binder  
4 3 inch 3 hole clearview binder  
1 1 inch 3 hole clearview binder  
Non Tax

0.12	726.00T
-20.00%	-145.20
0.03	181.50T
35.00	35.00T
35.00	70.00T
-10.00%	-7.00
12.00	36.00T
12.00	48.00T
8.00	8.00T
0.00%	0.00

E Discovery, Collection, Processing and Review

abetterdigital.com

ediscovery\_production@abetterdigital.com

South Floridas Litigation Support Firm

Subtotal

\$952.30

\$0.00

Total

\$952.30

Thank you for your business. It's our pleasure to serve you!



A Better Digital  
3845 Investment Lane Suite 1  
West Palm Beach, FL 33404

561-655-4944  
561-444-2832 F

accounting@abetterdigital.com

45-4759799

# Invoice

Date	Invoice #
9/12/2016	400575

<b>Bill To</b>
Brown & Associates, P.A. 2620 Lakeshore Drive Suite 100 Riviera Beach, FL 33404

<b>Ship To</b>
Brown & Associates, PA 2620 Lakeshore Drive Suite 100 Riviera Beach, FL 33404

Our terms: Established accounts net 15 days  
Note: 1.8% Finance Charge will be added to accounts over a 15 day receivable

Case Name	Case Number	Job Contact	Via	ABC Job#	Copy Tech	Terms
RIVERIA BEACH		MR BROWN	A Be...	AB-00	FE	Net 10 Days

Item Code	Quantity	Description	Price Each	Amount
binder4inch	3	**5 inch 3 hole clearview binder	20.00	60.00T
binder4inch	2	4 inch 3 hole clearview binder	20.00	40.00T
binder2inch	1	2 inch 3 hole clearview binder	8.00	8.00T
binder3inch	2	3 inch 3 hole clearview binder	12.00	24.00T
bind3hole	6,104	3 hole punching (side)	0.02	122.08T
digiprintBWLTR	6,104	Digital B&W LTR prints from disk/files	0.05	305.20T
		Non Tax	0.00%	0.00

<b>E Discovery, Collection, Processing and Review</b>	<b>Subtotal</b>	<b>\$559.28</b>
<b>abetterdigital.com</b>		
<b>ediscovery_production@abetterdigital.com</b>		<b>\$0.00</b>
<b>South Floridas Litigation Support Firm</b>	<b>Total</b>	<b>\$559.28</b>

Thank you for your business. It's our pleasure to serve you!

**BROWN & ASSOCIATES, P.A.**  
*Attorneys and Counselors at Law*

---

Michael D. Brown, Esq.

E.J. Brown, Esq.  
(1956 - 1995)

December 12, 2016

Mr. Troy Perry  
Assistant City Manager  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

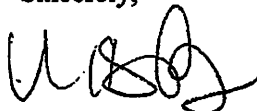
Via US Mail and Email: TPerry@Rivierabch.com

**Re: City of Riviera Beach Utility Special District Regulatory Compliance Matters  
Our File No. 2054.1**

Dear Mr. Perry:

Under cover of this letter, you will please find invoices for copy services performed on behalf of the Riviera Beach Utility District pertaining to the above-captioned matter, which total \$1,791.58 (\$1511.58 for costs for A Better Copy Service and \$280.00 copy costs for Brown & Associates, P.A.). As you are aware, the CRBUSD previously paid this firm for legal services performed by this firm on behalf of the District. Pursuant to the agreement under which this firm was retained, CRBUSD is also obligated to pay costs incurred by this firm on behalf of the District, separate and distinct from the legal fees incurred. Please forward the requested invoiced amount. Thank you in advance for your anticipated cooperation regarding this matter.

Sincerely,



Michael D. Brown


MDB/ml  
Enclosures

Y:/2054.1/Correspondence/Perry letter 12-12-16

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**INTER-DEPARTMENTAL COMMUNICATION**

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**TO: HONORABLE MAYOR AND UTILITY DISTRICT BOARD MEMBERS**  
**FROM: TROY F. PERRY, ASSISTANT TO THE CITY MANAGER**   
**DATE: FEBRUARY 13, 2017**  
**SUBJECT: REQUEST FROM BROWN & ASSOCIATES COPY SERVICES PAYMENT**

---

Attached please find an invoice from Attorney Michael Brown dated, December 12, 2016, requesting payment in the amount of \$1,791.58 for copy services performed on behalf of the Riviera Beach Utility District, as approved by the District Board regarding the investigation of regulatory compliance matters.

The Legal Department has reviewed the request for payment submitted by Mr. Brown and determined that the engagement letter requires the City to pay reasonable costs incurred to complete the legal services. Based on Mr. Degraffenreidt's review the costs are reasonable therefore he is recommending payment by the District. Given the previous discussion by the Utility District Board, staff is requesting approval to make payment to Mr. Brown.

Should you have any questions, please contact my office.

TFP

C: Department file

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 2/21/2017

**Agenda Category:**

---

**Subject:** BEVIN BEAUDET PROGRESS REPORT

---

**Recommendation/Motion:**

---

<b>Originating Dept</b>	UTILITY DISTRICT	<b>Costs</b>
<b>User Dept.</b>	UTILITY DISTRICT	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

---

**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
February_21_UD_PROGRESS_REPORT - _Second_Version.docx	PROGRESS REPORT	2/15/2017	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Utility	Perry, Troy	Approved	2/13/2017 - 5:40 PM

**PROGRESS REPORT**  
**RIVIERA BEACH SPECIAL UTILITY DISTRICT**

**February 21, 2017**

**Bevin A. Beaudet, P.E., LLC**

**Drinking Water Quality**

During the past month since the last Progress Report all of the District's 40 city-wide drinking water samples continue to meet or significantly exceed water quality standards without exception. The District staff continues to use its successful flushing regime, although as previously reported it is highly manpower intensive. Two items currently being prepared for Board action will greatly assist long-term, reliable water quality in the entire system: improvements to the facilities at Ave U Booster Station and an intensive training program for the Water Treatment Plant operators. The Avenue U facility improvements are on this agenda for Board approval.

**Wellfield Rehabilitation**

As a result of the District's on-going well rehabilitation program, progress has been made in bringing more wells into full service. Of the District's 27 drinking water wells, 16 are now fully operational. Seven wells are functional but operating at reduced capacity and are in line to be rehabilitated. Five wells remain out of service and will be repaired. The District has two well contractors working to restore full service to the entire wellfield.

**Work at the Water Treatment Plant**

The WTP Unit 3 By-Pass project is underway with a projected late April completion date. Completion of this project will allow the operation of Unit 3 and greatly improve the color and treatability of the District's drinking water. This project is a temporary solution only. Permanent repair of Treatment Unit #3 cannot be achieved until the planned structural repairs are made to the North Chemical Tower. An engineer needs to be selected to design and prepare bid documents for these structural repairs.

The Chem-Scan Ammonia and Chloramine controller has been received and procurement of a control company to install and calibrate the unit is underway. This improvement will greatly assist the water treatment plant operators in controlling finished water quality.

The curricula for a comprehensive training program for the Water Treatment Plant operators is being developed and negotiated with the Florida Rural Water Association. The purpose of this program will be to train the operators in the operation of the plant in its current configuration and to prepare them for their new operational duties as the plant is modified and rehabilitated in the future. The training will also include assistance in developing written operating



procedures. Updated written operating and maintenance procedures are a requirement of the PBCHD Consent Order.

### **Work at Avenue U Pumping Station and Tank**

The Utility District staff has evaluated and chosen the most cost effective and technically efficient way in which to improve water quality leaving the tank and serving the far Western reaches of the distribution system, including Gramercy Park. Staff decided that a design-build approach to the project would be the quickest way to complete these critical improvements. On your February Board meeting agenda is an agreement with Globaltech Design-Builders to perform these improvements, which include the addition of a mixer to the water storage tank, automated water quality sensors, new liquid chlorine and ammonia chemical addition equipment and modification of chemical addition locations. Improving the ability to boost chloramine residual at Ave U is one of the most critical improvements needed for permanent and cost effective compliance with the PBCHD consent order.

### **Consent Order Compliance**

1. FDEP Consent Order WP-15-0459 – The District is in full compliance with the Consent Order at this time. All deadlines to date have been met.
  - The engineering firm BFA Engineers has completed a draft report which updates the condition assessment of all the wastewater force main pipeline aerial crossings over canals in the Utility District. This update will be used as a blueprint to prioritize, design and construct any needed repairs that will decrease the potential for spills.
  - As previously reported, future requirements require the District to adhere to its Capital Plan in conducting system improvements on Lift Stations and pipeline renewal. The rehabilitation of Lift Stations 10 and 50 is a project which the District is committed to complete for Consent Order compliance. The FDEP is being kept apprised of the District's progress in choosing the new contractor for the project, as well as the projected schedule for completion.
  - Repair and replacement of lift station pumps, motors and control equipment is currently underway and significant progress has been achieved in upgrading numerous lift station. There is still much more work to be done in this area, however.
  - The design and preparation of bid specifications of Pump Station 47 is the next major project in the District's Capital Plan needed to be done under the Consent Order. Once a full slate of consulting engineers is selected by the District Board, this engineering work order needs to be assigned as soon as possible. An item is on the February Agenda for the Board with staff's recommendation for consulting engineers based on the CCNA selection performed in January.
2. PBCHD Consent Order WP-020-16 – The District is in full compliance with the Consent Order at this time. All deadlines to date have been met.

- Required monitoring and flushing is being conducted, as is the finalization of a workable flushing plan to be submitted to the PBCHD.
- Repair and replacement of pumps, motors and other electrical and mechanical equipment is being conducted. These repairs are required by the Consent Order based on the US Water Assessment Report.
- As previously reported, improvements to the Ave U repump station and storage tank, as well as the Unit 3 by-pass are underway or will be underway soon.

### **Future Planned Work**

1. Continuation of water quality monitoring, flushing and reporting.
2. Continued work on well repair and rehabilitation.
3. Complete development of a curriculum for a water treatment training program and SOP development and finalize an agreement with skilled trainers to conduct the program.
4. Issuance of an engineering task to finalize the structural repair of the North Chemical Building.
5. Issuance of an engineering task to design and prepare bid documents for the rehabilitation of Pump Station 47.
6. Issuance of an engineering task to modify the completed design of the new disinfection building to include ammoniators. When this task is complete, this project will be ready to be bid and it is a critical project for compliance with the PBCHD Consent Order.
7. Continue to work on priority Issues identified in the Five Year Improvement Plan and to keep the Board informed of obstacles and of progress.
8. Priority needs to be assigned to the replacement and hiring of high level staff.