

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

**Council Chambers
600 West Blue Heron Boulevard
Riviera Beach, FL 33404**

**TUESDAY, MAY 16, 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

**KaSHAMBA MILLER-ANDERSON, BOARD
CHAIRPERSON
TONYA DAVIS JOHNSON, CHAIR PRO-TEM
(DISTRICT 2)
LYNNE L. HUBBARD, BOARD MEMBER
(DISTRICT 1)
DAWN S. PARDO, BOARD MEMBER
(DISTRICT 4)

TERENCE. D. DAVIS, BOARD MEMBER
(DISTRICT 5)
MAYOR THOMAS A MASTERS
(Ex-Officio Board Member)**

ADMINISTRATION

Jonathan E. Evans, City Manager

Troy F. Perry, Acting 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

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.

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.

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.

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 APRIL 17, 2017**

RESOLUTIONS

END OF CONSENT AGENDA

AWARDS AND PRESENTATIONS

PUBLIC HEARINGS

REGULAR AGENDA

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

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

2. LIFT STATION 10 & 50 UPDATE
3. UPDATE ON TOWN OF PALM BEACH SHORES WATER
MAIN BREAK
4. ACTING DIRECTOR PROGRESS REPORT UPDATE
5. UPDATE ON ECR

STATEMENTS BY THE DISTRICT BOARD

ADJOURNMENT

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

Meeting Date: 5/16/2017

Agenda Category:

**Subject: MINUTES OF THE UTILITY SPECIAL DISTRICT MEETING HELD
APRIL 17, 2017**

**Recommendation/Motion: APPROVE THE MINUTES OF THE UTILITY SPECIAL
DISTRICT MEETING HELD APRIL 17, 2017**

Originating Dept	OFFICE OF THE CITY CLERK	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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
17APR17.docx	MINUTES OF THE UTILITY SPECIAL DISTRICT MEETING HELD APRIL 17, 2017	5/9/2017	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	5/9/2017 - 5:09 PM

**CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
UTILITY SPECIAL DISTRICT MEETING MINUTES
MUNICIPAL COMPLEX COUNCIL CHAMBERS
MONDAY, APRIL 17, 2017, 2016 AT 6:00 P.M.**

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

[Before meeting chatter]

[Gavel]

CALL TO ORDER

BOARD CHAIR DAVIS: Good afternoon to everyone. We wanna welcome you to the wonderful City of Riviera Beach as we get prepared for our Regular Utility District meeting, as we call this meeting to order.

ROLL CALL

INVOCATION

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

DEPUTY DISTRICT CLERK BURGESS: Board Chairperson Terence Davis?

BOARD CHAIR DAVIS: Here.

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

BOARD CHAIR PRO TEM MILLER-ANDERSON: Here.

DEPUTY DISTRICT CLERK BURGESS: Board Member Lynne Hubbard?

BOARD MEMBER HUBBARD: Yes.

DEPUTY DISTRICT CLERK BURGESS: Board Member Tonya Davis Johnson?

BOARD MEMBER DAVIS JOHNSON: Here.

DEPUTY DISTRICT CLERK BURGESS: Board Member Dawn Pardo?

BOARD MEMBER PARDO: Present.

DEPUTY DISTRICT CLERK BURGESS: *Ex-officio* Board Member Mayor Thomas Masters? [Pause]. City Manager Jonathan E. Evans?

CITY MANAGER EVANS: Present.

DEPUTY DISTRICT CLERK BURGESS: Assistant to the City Manager Troy Perry?

ASST. TO CITY MANAGER PERRY: Present.

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

DISTRICT ATTORNEY DEGRAFFENREIDT: Here.

DEPUTY DISTRICT CLERK BURGESS: You have a quorum.

BOARD CHAIR DAVIS: Thank you.

PLEDGE OF ALLEGIANCE

BOARD CHAIR DAVIS: We will stand and pause for a moment of silence and the Pledge will be led by Vice Chair Miller-Anderson.

[Moment of silence]

BOARD CHAIR PRO TEM MILLER-ANDERSON: I pledge allegiance...

ALL: ...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.

ADDITIONS, DELETIONS OR SUBSTITUTIONS

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

CITY MANAGER EVANS: No, Mr. Chair.

BOARD CHAIR DAVIS: Okay. So, this will not be an addition.

CITY MANAGER EVANS: Oh..., yes. Actually, yes. This is gonna be an addition.

BOARD CHAIR DAVIS: Okay.

CITY MANAGER EVANS: It's a revision...

BOARD CHAIR DAVIS: Okay.

CITY MANAGER EVANS: To regular Agenda Item 3.

BOARD CHAIR DAVIS: Okay.

CITY MANAGER EVANS: Just for clarification as to why this Item was arised, the original Resolution that was drafted by Legal wasn't provided in the packet so this is the revised Agenda that you... or, the revised Resolution that you have in front of you this evening.

BOARD CHAIR DAVIS: Thank you, sir. Alright.

DISCLOSURES BY BOARD OF DIRECTORS

BOARD CHAIR DAVIS: Any disclosures by any Board Members? [Pause]. Any disclosures? [Pause].

ADOPTION OF AGENDA

BOARD CHAIR DAVIS: 'A motion to adopt the Agenda?

BOARD MEMBER PARDO: So moved.

BOARD MEMBER DAVIS JOHNSON: Second.

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: 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.

CONSENT AGENDA

BOARD CHAIR DAVIS: We have two Items under Consent. Any, any concerns with Items 1 or 2. [Pause]. Here none. Motion to approve CONSENT.

BOARD MEMBER DAVIS JOHNSON: So moved.

BOARD MEMBER PARDO: Second.

BOARD CHAIR DAVIS: Madam Clerk.

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: Board Member Davis Johnson?

BOARD MEMBER DAVIS JOHNSON: 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.

DEPUTY DISTRICT CLERK BURGESS: Unanimous vote.

END OF CONSENT AGENDA

BOARD CHAIR DAVIS: Alright. That's the end of Consent at this time.

AWARDS AND PRESENTATIONS

BOARD CHAIR DAVIS: Now, do we have any awards and presentations?

CITY MANAGER EVANS: No, sir.

BOARD CHAIR DAVIS: No.

PUBLIC HEARINGS

BOARD CHAIR DAVIS: Public hearings? None.

CITY MANAGER EVANS: No, sir.

3. ITEM NO. 3

DEPUTY DISTRICT CLERK BURGESS: RESOLUTION 0817UD, A RESOLUTION ON THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE TRANSFER OF FUNDS FROM THE UTILITY SPECIAL DISTRICT CONTINGENCY ACCOUNT TO UTILITY SPECIAL DISTRICT SALARY AND WAGES AND RELATED ACCOUNTS TO COVER COSTS FOR RETROACTIVE STIPEND PAYMENT IN ACCORDANCE WITH USD RESOLUTION 13-15UD AND PROVIDING AN EFFECTIVE DATE.

BOARD CHAIR DAVIS: Excuse me. Before we entertain a motion, do I abstain at this point before the motion's put on the floor?

CITY MANAGER EVANS: Yes, sir. I would recommend that you abstain.

BOARD CHAIR DAVIS: Okay. Thank you.

BOARD MEMBER PARDO: So moved.

BOARD MEMBER HUBBARD: Second.

BOARD CHAIR DAVIS: I'll pass the gavel for this Item.

BOARD CHAIR PRO TEM MILLER-ANDERSON: [Inaudible]. Alright. So, Mr. Evans, Item. No. 3.

CITY MANAGER EVANS: Yes. This is Item is to seek City..., or, Utility District approval of a retroactive stipend in the amount of \$26,571. The original Resolution that was referenced, 13-15UD, it contemplated that a process in which the Utility District Board Members were to receive a payment for their service as it relates to the activities conducted on this Board. There was nothing that was ever memorialized in the Resolution that, in fact, put a policy where you would be able to opt in or opt out. It is at the leisure of whomever to opt out but whomever is a Utility District Board Member is supposed to [stammer], receive the stipend regardless, unless they inform us accordingly. So, at this time, Staff recommends approval of the Resolution that's before you.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Do we have any discussion? [Pause]. I wanted to make a comment. What was the changes on the Resolution? Or, with the revised one? What changed from the original?

[Pause]

CITY MANAGER EVANS: The original Resolution versus the proposed Resolution, I think the only section was [pause] section... or, the sixth whereas clause and where it just reference retroactive payment of the stipend, I think in the ori'.., in the Resolution that was unintentionally loaded up onto the system, it actually had the individual's name with regards to who would receive the stipend but that is already memorialized in agenda Items and the backup documentation that's in there.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Okay. So just the name was changed on there?

CITY MANAGER EVANS: That is correct. And the original Resolution that was signed and executed...that was revised, signed and executed by the City Attorney's office was furnished to the Utility District. We're still trying to find out how this particular Resolution was uploaded to the system but the Resolution that's before you in the amended Agenda, that's the Resolution that should've been in the original packet.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Okay. [Pause]. We all know where this came from. Now...I, I just want to clarify, and this is not directly with the retroactive situation, but when this was decided on back in September, 2015, it was decided on as a stipend and it was to come back. It was said that it was just temporary and it was to come back, hopefully we would bring it back if we were not needing to meet extra amounts of times or, or we felt that it warranted that and it's been almost a year and a half now, it was never addressed anymore. So.., and I know that in the Charter, in the Utility District Charter... actually, on the Utility District side we don't get any salary from the Utility District Board or the CRA Board, so majority of the money

is...the money is coming from our City side. So, is...in our Charter, does it speak to us receiving money on the Utility District side or should this be held on the City side?

CITY MANAGER EVANS: The way in which this particular Item is, is there was a Resolution that was adopted by the District to effectively compensate individuals for serving as Board of Director Members. Unless the re'.., unless the original Resolution is amended to then say that they wanted to, in fact, abolish that, that would be something that ha'.., would have to be modified legislatively. What we will do as, as it relates to the budget process in Fiscal Year 2018, we will incorporate that fund, the funding necessary to fund those stipends into the Fiscal Year '18 budget from the Utility so it will be through a budget mechanism, it would be actually incorporated in the salary line item so we wouldn't have to come before the Council or the, the Utility District to ask for a budget transfer. Now, in the event that next fiscal year the Council, in fact, or the Utility District decides to say that they are no longer gonna proceed forward with the stipend compensation, those funds would go back to the Utility District.

BOARD CHAIR PRO TEM MILLER-ANDERSON: You s'.., did you just say that the money would go into the salary line item?

CITY MANAGER EVANS: Line items, yeah.

BOARD CHAIR PRO TEM MILLER-ANDERSON: But, if I'm not.., correct me if I'm wrong, the salary, when it is set, doesn't it have to go back out before the, the voters in order to change it?

CITY MANAGER EVANS: Well, the, the stipend amount. It would be, it would be for the purposes of budgeting, it was just be in the salary line item. It would not be something that would increase your salary to the tune of whatever the elected officials.., but it will just be for accounting purposes, be held in the salary and wages line items.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Okay. And, then my other question is, [pause], if it's already been paid out, we're having.., we're being asked to approve the Resolution after it's already taken place?

CITY MANAGER EVANS: What is happening here is that the compensation is retroactive from 2015, if I'm not mistaken, to this point. So that's why we're asking for authorization to proceed forward with the issuance of payment because it is a retroactive payment over the threshold, administratively provided for the City Manager to be able to execute but one of the things that, in the original Resolution that established the stipend, it never gave Staff the authority to put it in an administrative policy whereby we can say, 'If you don't execute this document, you can or cannot receive it.' So, what happened is, there was an administrative policy that we put in place that required the elected officials to elect to receive it when, in fact, the.., that wasn't memorialized in the Resolution so the default should've been that you received the stipend and then in the event that you choose not to receive the stipend, then you execute a document that says I forego that stipend. And that.., the copies of that is actually in the Agenda packet. And then that's something that I spoke with the City

Attorney at length about, with regards to how we were to proceed with this particular Item merely from the standpoint, in the original document, it never required the elected officials to elect whether or not they were to receive such a stipend.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Right.

CITY MANAGER EVANS: So it.., [stammer] this Item is to reflect exactly what the Res'.., Resolution memorialized as opposed to having a policy or practice in place where we have you execute as document that would say whether or not. So, in the event that there was transition on this Board, automatically, that individual would receive the stipend unless they tell us otherwise and then, at that point, then the stipend will be removed.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Okay. But the \$6,000 that's needed to cover it, that wasn't budgeted already?

CITY MANAGER EVANS: What has, what has happened is, it's.., it has not been budgeted in the actual budget for the Utility District for the wage component. So what happens is, we have to actually pull from the Utility District funding and put that into the general fund as far as the salary, wages and li'.., line Item to be able to accommodate the, the necessary funding because, at the beginning of the year, the Finance Department takes all the information that they have with the assumption that 'x' amount of people are going to be receiving said stipend and puts that in there and we did not account for that. So, unfortunately, we did not account for that but next year we're going to make sure that we're gonna have the funding in there with the assumption that every individual will receive the stipend and, in the event that others choose not to elect that, then that money will eventually be returned back to the Utility District fund.

BOARD CHAIR PRO TEM MILLER-ANDERSON: But the Board Member received it in their check at the end of March already. Right?

CITY MANAGER EVANS: I... Yes.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Yes? So, what I'm say'.., when I asked if we were approving this on the backside, it's.., the act is already been done and so now we're being asked to approve the payment, when it's already been done, right?

[Inaudible dais comment]

DISTRICT ATTORNEY DEGRAFFENREIDT: The payment was approved by Resolution 13-15UD, the money was not appropriated. And we.., they're asking that the money be appropriated to comply what the legislative dictates of Resolution 13-15UD.

CITY MANAGER EVANS: So, the, the original Resolution that memorialized the stipend, Staff.., what has happened is we could not.., we had no policy in place to be able to not allow for the payment of that stipend in the event a Member came back and asked for.., to.., that payment. So now we're asking for the appropriate funding to be

transferred from the Utility District to the general fund, what have you, to be able to make the accounts whole or, or balance out. So, the, the action that we're requesting is the funding, uh, tra'.., the transfer of funds to be able to have it balance out so the Utility District does pay back the general fund for what was already expended for the salary and line item because there's nothing in the original Resolution that gives us the authority or prohibits any retroactive payment, etc. So we're in com'.., we're, we're actually getting ourselves back into compliance with the original ten of the Resolution and this is the mechanism that we are requesting that the District approve to, in fact, repay the general fund the \$26,571.

BOARD MEMBER HUBBARD: Madam Chair.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Yes.

BOARD MEMBER HUBBARD: Question.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Go ahead.

BOARD MEMBER HUBBARD: So, in actuality, the bottom line is that the Commissioner is requesting retroactive payment. Funds are.., the funds are not there at this time so we wanna move the funds from the Utility District to the general.., to the general fund where we make our salary payments from. So, in essence, the Commissioner has, evidently, opted out before, or never opted in, either one. You could say it one way or the other, either he never opted in and he never opted out but he was never paid the money? Is that the case?

CITY MANAGER EVANS: [Stammer], the individual was never compensated for their service on the Board. So they, they ha'...

BOARD MEMBER HUBBARD: [Inaudible]... But, you know, but.., I'm sorry, Mr. Evans. But, [stammer], you know, by choice, the rest of us, what we did was received a form that said check yes or no but I get to, in the wording of the Resolution, it never said that that should take place, it only said that we...

BOARD CHAIR DAVIS: [Background: Yes].

BOARD MEMBER HUBBARD: ...should receive it and what I guess the form that we were given to fill out, should've said opt out if you don't want it.

CITY MANAGER EVANS: Cor'.., correct. Correct. And, and...

BOARD MEMBER HUBBARD: So...

CITY MANAGER EVANS: ...what should've happened from the institution of the Resolution, is we should've started compensating the individual at that particular moment unless, to your point, that they, in fact, said that they did not want to participate and receive the stipend. And I think the other issue boils down to the policy or the administrative procedures in which we put in place that were not consistent with the Resolution. I think that was in dispute as well so that's why this Item did not come to the Utility District sooner rather than later.

BOARD MEMBER HUBBARD: Yeah. And I guess a lot of it was for kinda political reasons, a lot of people didn't wanna just opt in at first and everybody was saying, 'Well, I don't want it,' or, 'I do want it.' Some people went back for it and some people didn't want it alter and went back... And so, yes, there's a lotta political posturing at, at one time but I get what you're saying. This is a cleaner way to do it, let the person opt out if they actually don't want it but, you know, but we all, you know, knew what it actually meant and what... So, no problem.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Anyone else? So, was there a time... So, three's no time limit as to when you can come back and say you want it or don't want it? Because...

[Pause]

BOARD CHAIR DAVIS: [Inaudible].

BOARD CHAIR PRO TEM MILLER-ANDERSON: I mean, I'm just... Did...

CITY MANAGER EVANS: There was, there was nothing that is memorialized in the Resolution that says that after date certain, that an individual is not able to receive such payment. So, in fact, yes, that they could come back until the day in which the Resolution was adopted and request payment from the Utility District, or from the City, because that is when the, the action affectively took place.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Okay. So, we're calling this a salary or a stipend?

CITY MANAGER EVANS: [Stammer] it's a stiped. It's referenced in the, in the Resolution as a stipend. The only thing that we're asking for, the funding that is transferred from the Utility District to go back into the..., from..., to go from salary's in the Utility District to go back to replenish the payment that was remitted for the purposes of this particular stipend. So, it's more so matching up the accounts and making sure that the general fund is made whole from the, the payment that was issued.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Well, I, you know, I think everyone who has been following this knows where my position is on this and, and I haven't changed from that and I do., as I said before, I do not see where we have been working that many hours above what we were already doing for our Utility meetings in order to justify the \$1,000 for the one meeting a month. And, you know, I still remain steadfast that decision so I, you know, obviously, I won't be supporting this 'cause I wasn't in support of it to begin with. And so, I'll, I'll remain with that.

Anyone else?

BOARD MEMBER DAVIS JOHNSON: No, ma'am.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Alright. Go ahead.

DEPUTY DISTRICT CLERK BURGESS: Board Member Davis Johnson?

BOARD MEMBER DAVIS JOHNSON: Yes.

DEPUTY DISTRICT CLERK BURGESS: Board Member Dawn Pardo?

BOARD MEMBER PARDO: Yes.

DEPUTY DISTRICT CLERK BURGESS: Board Member Hubbard?

BOARD MEMBER HUBBARD: Yes.

DEPUTY DISTRICT CLERK BURGESS: Pro Tem Miller-Anderson?

BOARD CHAIR PRO TEM MILLER-ANDERSON: No.

DEPUTY DISTRICT CLERK BURGESS: That motion passed with Pro Tem Miller-Anderson dissenting and Chair Davis abstaining.

4. ITEM NO. 4

BOARD CHAIR DAVIS: Item No. 4.

DEPUTY DISTRICT CLERK BURGESS: RESOLUTION NO. 9-17UD. A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING STAFF RECOMMENDATION RELATING TO REQUESTS FOR INVITATION TO BID NO., 866-17-3 FOR A QUALIFIED FIRM TO PROVIDE UNDERGROUND STORAGE TANK REMOVAL OR CLOSURE IN PLACE FOR THE UTILITY DISTRICT, AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND CITY CLERK TO EXECUTE AGREEMENT BETWEEN THE UTILITY DISTRICT BOARD AND THE FIRST RANKED FIRM, ATC ENVIRONMENTAL GROUP SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$27,902, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO 10% AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED FOR EACH CHANGE FROM ACCOUNT NO. 412-1430-533-0-4604 AND PROVIDE AN EFFECTIVE DATE.

BOARD MEMBER PARDO: So moved.

BOARD MEMBER HUBBARD: Second.

BOARD CHAIR DAVIS: Properly moved and second. Staff.

ASST. TO CITY MANAGER PERRY: Good evening, Council. Board, I'm sorry. You have before you an article that was put on by Mr. Dean Mealy of our Purchasing Department and just give you a brief overview of what Staff's recommendation would be on this particular Item.

PURCHASING DIRECTOR MEALY: Good evening. Dean Mealy, Purchasing.

We had a request from the Utility District for the abatement of two tanks, one underground, one above ground tank. It was put out for bid, there, there are a limited

number of firms in the State of Florida that are able to perform this particular function. Two firms actually put proposals forward and they made a recommendation to leave the inground tank in place, 'cause it's a double wall tank. By state statute, they can, they can keep the tank in place and properly secure and then also remove eighty-thousand-gallon tank. It's above ground storage, at this point. The pricing is approximately about \$5,000 than the second bid. As I mentioned, we only received two bids for this particular solicitation. We left it out for 21 days. Cause' the dollar amount we weren't sure how much the estimate would come in at. Due to the sensitivity of ground tanks being in the ground and the EPA, FDEP regulations that the requirements to remove those tanks were to abandon them in place. We worked with the Utility District to make sure that it was taking care of it in respective timeframe.

ASST. TO CITY MANAGER PERRY: And, and just for the Cou'.., for the Boards, just give a brief update. We also.., both of these tanks are located at the lift station over on Avenue U. Their old tank's been there between 10 and 15 years, based on an inspection that we had back in January by DEP:, looking around. They wanted to make sure that we.., both of those tanks away from the facility if they're not being used. So, as a part of that, we, again, we worked with Purchasing to either get one secured in ground and remove the second tank.

BOARD CHAIR DAVIS: Any questions by Staff.., I mean, Council?

BOARD MEMBER PARDO: Yes. Mr. Chair?

BOARD CHAIR DAVIS: Yes, ma'am.

BOARD MEMBER PARDO: Okay. So, I was going through the contract and I noticed that this company's based in Miami?

PURCHASING DIRECTOR MEALY: Yes, ma'am.

BOARD MEMBER PARDO: Okay. And then, I'm trynna find it but there was an article in here that spoke about travel? [Pause]. Hold on a second, let me find it. [Pause]. Anyway, so whi'.., while I'm looking...

PURCHASING DIRECTOR MEALY: The sec'.., the second ranked firm, I believe, is also...

BOARD MEMBER PARDO: Okay. So, do we have to pay for their travel up to Riviera Beach every day?

PURCHASING DIRECTOR MEALY: No, ma'am.

BOARD MEMBER PARDO: Or, that's all in the contract?

PURCHASING DIRECTOR MEALY: It's all in the contract.

BOARD MEMBER PARDO: Okay. Thank you.

PURCHASING DIRECTOR MEALY: Yeah. We made sure [stammer], it's a precautionary step for all contracts we put out. We make sure that travel would not be one of those items that would be reimbursed.

BOARD MEMBER PARDO: Okay. In the past, I've seen it.

PURCHASING DIRECTOR MEALY: Yeah.

BOARD MEMBER PARDO: I don't know with you but...

BOARD CHAIR DAVIS: [Chuckle].

BOARD MEMBER PARDO: ...I've seen that, you know, we've had companies from Orlando.

PURCHASING DIRECTOR MEALY: Yeah.

BOARD MEMBER PARDO: And every time they come down here, they charge us.

PURCHASING DIRECTOR MEALY: There's two firms in Miami, one in Broward, one or two in Palm Beach and the rest of 'em are either in Orlando or Tampa, in the state. So, there's only about six certified firms that can do this work.

BOARD MEMBER PARDO: Okay. Thank you.

PURCHASING DIRECTOR MEALY: You're welcome.

BOARD CHAIR DAVIS: [Inaudible].

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: 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: That's the end of the regular Agenda. I don't see any public comments at this time.

DISCUSSIONS BY THE EXECUTIVE DIRECTOR

BOARD CHAIR DAVIS: So now we go to discussion by the Executive Director. Mr. Perry.

ASST. TO CITY MANAGER PERRY: Good evening, Board. As you'll recall, at the last meeting, we had a representative from the ECR here to discuss the fees that the City's currently paying and the proposed increase in fees that the ECR may be charging for the 2017-'18 Fiscal Year. As directed by the Cou'.., by the Board, we met at the City Manager's office. {Inaudible} Utility District met with the ECR Board.., not Board but some of the Board Members and also their staff to discuss those issues. We provided a informational memo inside of your package that outlines the discussion. To give you a brief overview, we invited the ECR staff back today just to give a, a brief overview and answer any questions that the, um, Board may have.

Some of the things we are concerned about is, during our discussion, we talked about the fiscal impact to the City and expressed.., the City Manager expressed concern for having that.., the complete payment upfront for the 2017-'18 Fiscal Year that would involve capital items. So, one of the things we talked about maybe trying to stagger the payments or trying to come up with a, a payment plan that sta'.., that, that minimized the fluctuation between payments for the next couple of years. So, like, like I said before, I'd live to give the ECR staff an opportunity to answer any questions or...

CITY MANAGER EVANS: Mr. Perry, some of the.., it looks like that memorandum that was emailed to the Council is not included in the packet.

ASST. TO CITY MANAGER PERRY: Okay.

CITY MANAGER EVANS: If we can have somebody make copies of that and bring it so the Council can have Item in front of them and then we can get into more into details but we can have representatives from the ECR to, to present it and then we'll discuss the memorandum that was sent.

ASST. TO CITY MANAGER PERRY: Okay.

BOARD CHAIR DAVIS: Did we, did we discuss... So this...

[Inaudible dais comment]

BOARD CHAIR DAVIS: When you talk about the ECR, are we talking about all the capital projects in the Utility.., or just that one particular project that the ECR was conducting that we 'posed to pay a percentage into?

CITY MANAGER EVANS: What we're talking about, the, the funding that we provide to the ECR...

BOARD CHAIR DAVIS: Okay.

CITY MANAGER EVANS: ...with respect to...

BOARD CHAIR DAVIS: Okay.

CITY MANAGER EVANS: ...capital in, in the...

BOARD CHAIR DAVIS: That's the...

CITY MANAGER EVANS: ...Utility District.

BOARD CHAIR DAVIS: ...gentleman who came to the last meeting

CITY MANAGER EVANS: Correct.

BOARD CHAIR DAVIS: And he talked about the Board and having... Okay.

CITY MANAGER EVANS: Correct.

BOARD CHAIR DAVIS: And then.., Who, who represents us at that Board? Have we.., in that Board?

ASST. TO CITY MANAGER PERRY: Mr. Layton Walker.

BOARD CHAIR DAVIS: Okay.

ASST. TO CITY MANAGER PERRY: Represents us.

BOARD CHAIR DAVIS: Okay.

MS. P. KALKAT: Good evening, ladies and gentlemen. I'm Poonum Kalkat. I am the ECR Board Vice Chair and I'm also the representative for the City of West Palm Beach on Board, I'm the Public Utilities Director at the City of West Palm Beach. I also have our Assistant Director, Dan Hollyfield who is in charge of the ECR {inaudible}, Cliff Sanders, who is the ECR [stammer], Executive Manager.

So, to... Basically, I'm not sure exactly what the questions were going to be. I can give you an overview. I'm not sure the Utility Board is, uh, informed about how the ECR works, how the ECR Board finances work. So, basically, there are five entities that pay into running of that plant. So the five entities are Palm Beach County, City of West Palm Beach, City of Riviera Beach, City of Lake Worth and Town of Palm Beach and each of those five entities put in whatever the operational.., operation and maintenance budget amount is based on the estimated flow from each entity. There's a percentage calculated based on the flow, each entity puts in the money. So, every May 1st is when we are going to be.., the b'.., the budget that's being proposed here, that's the tentative budget, that's most likely going to be adopted. July 1st is when the ECR Board had to adopt the budget. All of these things are based on an interlocal agreement that each entity, Member entity, has signed and has said that that's what they're going to have to do for the ECR to be run.

The capital projects are based on, um, it's not based on percent flow, it's based on percent capacity. So, that capacity will determine when the ECR interlocal agreement was done in 1992 and then renewed in 2010. And that is the amount of whatever the capital and amount is decided by the ECR Board, what's presented by the City as an

operational entity of that plant, is adopted, there's a discussion by the EC'.., of the ECR Board and based on their discussion and ECR, CIP budget is adopted. The only budget that we are bound by for the CIP, is for the fiscal year, so it'll be for 2018. There is a budget for the CIP for the next 10 years, that is presented, it's not just adopted, it's only for one year that's adopted. So, the way the money cashflow works is, July 1st, all the, the O&M budget, as well as the CIP budget is adopted and October 1st, each entity is required to pay in. So, for the operational budget, the O&M budget, each entity pays for three months. [Stammer] October 1st, each entity will pay for the first three months and after that they're billed on a monthly basis. The capital budget is paid all in total, whatever is decided on the capital requirements. So, some of the questions that I'm hearing, that why the capital amount has gone up? We've done a number of condition assessment', exercises at the plant in the last couple of years and, based on that, we have and.., we've hired {inaudible} representative that's a consultant that is working to looking at all the projects, looking at the sequencing of the projects. We do have a biosolids, \$92,000,000 project that's ongoing. So, some of the things that have to be done at the plant, are based on what the biosolids project needs to come online. So, based on those things, the capital budget has seen an uptick. Again, each entity Member can come in and talk about what their concerns are and there's a discussion and based on that, voting by the voters completed.

There was, I did.., we did go back and one.., a couple of numbers that you have, and I don't know what page you're on but if you look at Fiscal Year 2018, where it shows operating and capital and total for, for Riviera Beach, uh, the operating budget, instead of \$3.342M, it should be \$2.959333 and we can provide that to the ECR entity member for Riviera Beach. So the total is.., for Riviera Beach is \$3.750071, \$3.7 millions, million. Um...

BOARD MEMBER DAVIS JOHNSON: Ms...

MS. P. KALKAT: ...so...

BOARD MEMBER DAVIS JOHNSON: Excuse me, ma'am?

MS. P. KALKAT: Sure.

BOARD MEMBER DAVIS JOHNSON: Would you restate the operating costs, you.., the reduced cost.

MS. P. KALKAT: The operating cost, reduced cost is \$2.959333. \$2.959M. And, the way the operations budget is determined is based on the ECR Executive Manager sits down and looks at what the needs of the plant are, what are.., what's needed for meeting all the regulatory requirements, equipment maintenance. And that's the budget that's provided. The O&M budge also contains the debt service that each entity is required to pay for any loans or bonds that may have been taken. The capital budget, obviously, it is a Board decision based on what investments needed into the infrastructure of the plant and any equipment rehab or replacement.

I can try and answer questions and if there are things that are directed.., I can't really speak for the Board...

BOARD CHAIR DAVIS: Mhmm.

MS. P. KALKAT: ...but, uh, your entity member representative can take the concerns to the Board before that budget is adopted.

BOARD MEMBER HUBBARD: Madam..., Mr. Chair?

BOARD CHAIR DAVIS: Yes, ma'am.

BOARD MEMBER HUBBARD: To recap what you said, or to try to understand what you were saying, is the approximately \$3.0M is our share of the operation cost of the ECR?

MS. P. KALKAT: Correct.

BOARD MEMBER HUBBARD: Our water, our water runs through the ECR, you maintain...

MS. P. KALKAT: The sewe'...

BOARD MEMBER HUBBARD: ...the ser'...

MS. P. KALKAT: ...the sewage.

BOARD MEMBER HUBBARD: [Stammer] the sewage?

MS. P. KALKAT: Yes.

BOARD MEMBER HUBBARD: Portion of it, not the whole plant, just the, just the sewage?

MS. P. KALKAT: Yes. So, the sewage comes to the ECR plant. It's a regional plant. So, all these five entities, the sewage from these entities, comes to the plant and then gets treated at the plant.

BOARD MEMBER HUBBARD: Mm. Thank you.

CITY MANAGER EVANS: Mr. Chair, if I may?

BOARD CHAIR DAVIS: Yes, sir.

CITY MANAGER EVANS: In the memorandum that was disclosed to the Council, one of the concerns that Staff had was the proposed number that was provided, was the about the 30% increase to what we had budgeted for, for Fiscal Year '17 going into '18. And then, some additional concerns were that the costs were gonna continue to grow experientially over the next couple of years and I can have the Finance Director provide a little bit more detail with regards to that. But, one of the things that we talked about when we met with the consultant that was retained by the entity, is that there's \$2.8M worth of projects that will not be completed by the ECR and so our question was, well are these projects gonna come on the backend and that ans'..., that..., the answer to that question was, no, these projects are not gonna come

back. So, in essence, we, as participants in this process, have given money to this entity for the purposes of conducting these projects and these projects are not gonna be completed. So the question we ask, well, can we utilize that cash to buy down what the contribution for the cities would be, in addition to, these projects are such large projects, is that you take one year for design and engineering, the next year for ca'..., and, for construction. So, can we have some additional time to say, 'Well, our increase is going to be maybe 15% or 10% this year and 10% next year, as opposed to a 30% increase this year and then in subsequent years, another large increase?

Also, the staff from the ECR, when it did some operational analysis and made some substantial reductions in their operating budget to the tune, I think, of approximately \$2,000,000. So, our question again to the representative was, 'Well, if we're seeing almost a \$4.8M swing, is there an opportunity whereby the local government partners can pay less for this particular arrangement...

BOARD CHAIR DAVIS: Mm.

CITY MANAGER EVANS: ...in, in future years?

So, that is realistically what our, our concern is, is..., as opposed to paying again and having the money held in, in some type of escrow, utilizing the money that has already been collected...

BOARD CHAIR DAVIS: Correct.

CITY MANAGER EVANS: ...for the purposes of buying down what the, the rate would be. And also, one of the things that puts the ECR in a precarious situation is that bonding had already been obtained and then subsequent borrowing occurred after that. So, now the capital projects are cash on hand as opposed to utilizing bond financing where the money is a lot cheaper. So, that's some of the, the situations that we are in and so, [stammer] if the Finance Director can probably provide us what the increases will..., the projected increases will be in future years. I think it's germane to this conversation because it's sizable increases and it would require a rate adjustment to be able to fund the, the, uh, the increases that we anticipate.

And, Mr. Sherman, if I said anything differently, you feel free to correct me.

FINANCE DIRECTOR SHERMAN: Randy Sherman, Finance Director. No, but you said most of what I was gonna say. Um [chuckle]. So, let me ju'..., let me just add a couple... The, the issue that, that we're seeing, as Mr. Evans said, they, they've made some corrections to the operating budget so what we originally were looking at, in the large increases in the operating budget, they've almost taken care of themselves so they're actually now proposing very little change to what we would pay on the operating budget. The issue comes, again, on the capital side. They're, they're going from \$4,000,000 that was funded in '17 to \$6.9M funded in '18. And so, it's a significant jump. And then, the next year, it actually goes to eleven and a half million. And then it stays up at that level for a number of years and then it, it tails off again. So, they've got a lot projects. You know, as they said, they've [stammer] done the same thing that we've done on our side, they have their capital plan and they're trying

to sequence out the projects but they're into a, a state where they're actually trying to cash fund these projects.

So, a couple of the suggestions that we had, as was mentioned, you're a, a percentage of the value of the plant and that percentage that they've got plugged out over 10 years, is actually going up and then it's coming back down and then it goes up a li'.., you know. So, we've suggested, well, maybe we can flatten that, at least for a five year period so we all know exactly what our contributions are going to be going out. And then the opportunity that I think we may have, they're actually sitting on about \$11.2M of reserves. Now, they're planning on using those in '19 and, and, you know, using some of that money and our suggestion is, well, again, if we can flatten the contribution rates, maybe we can take that reserve and flatten the use of that and kind of, you know, level that off over, over time as well. You know, our concern is, is that when we did the rate study, we certainly didn't anticipate these types of jumps so what we're carrying for our contribution in the study, is much lower than what we're looking at here. So, if we can just flatten some issues out and give us a little bit of time to maybe make up some of those, those increases that they need.

CITY MANAGER EVANS: And so, form, from Staff's perspective, what we're seeking is direction from the Utility District to proceed forward with the strategy that we communicated to be able to see, amongst the other Board Members, if this is something that will be palatable or something that would be considered because of just the sheer increases and being able to budget for the long-term. It doesn't really give us much time to plan out for these items...

BOARD CHAIR DAVIS: Mhmm.

CITY MANAGER EVANS: ...and obviously, we have some capital challenges as it relates to investments that need to occur on, on our Utility side as well. So, it's mainly seeking direction from the Utility District as to how you would like to proceed with our partners and to be able to communicate... Mr. Sherman and I and the acting Utility District Director would like to go to that meeting and convey the city of Riviera Beach's perspective. And we think other communities probably are gonna have the same questions as well.

BOARD MEMBER PARDO: Mr. Chair.

BOARD MEMBER HUBBARD: I move...

BOARD MEMBER PARDO: Mr. Chair?

BOARD CHAIR DAVIS: Yes, ma'am.

BOARD MEMBER PARDO: What I would suggest you do before you go to the, the ECR Board, perhaps you should reach out to the City Managers of the other partners, the City Manager and the.., their finance director and, you know, guys talk amongst yourself and, if everyone agrees with your strategy, then you all go in there.

CITY MANAGER EVANS: Yeah.

BOARD MEMBER PARDO: That's what I would say, just so the other cities aren't blindsided...

CITY MANAGER EVANS: Mhmm.

BOARD MEMBER PARDO: ...by, you know, where Riviera Beach is coming from.

CITY MANAGER EVANS: No, we can certainly reach out to our peers, we just wanted to get direction from the Utility District before we went out on that limb and, and said that but certainly we would agree having a unified front will certainly bode better when we do have that conversation at, at that public meeting.

BOARD CHAIR DAVIS: Councilperson Hubbard.

BOARD MEMBER HUBBARD: Unless some of the other Council people had any comments [pause]...

BOARD CHAIR DAVIS: [Inaudible]...

BOARD MEMBER HUBBARD: I'd like to make a motion that we allow Staff to proceed with their recommended strategy.

BOARD CHAIR DAVIS: Okay. Do we have a second?

BOARD CHAIR PRO TEM MILLER-ANDERSON: Second.

BOARD CHAIR DAVIS: Questions? [Pause]. Here none. Clerk.

DEPUTY DISTRICT CLERK BURGESS: Board Member Hubbard?

BOARD MEMBER HUBBARD: Yes.

DEPUTY DISTRICT CLERK BURGESS: Board Member Pardo?

BOARD MEMBER PARDO: Yes.

DEPUTY DISTRICT CLERK BURGESS: Board Member Davis Johnson?

BOARD MEMBER DAVIS JOHNSON: Yes.

DEPUTY DISTRICT CLERK BURGESS: Pro Tem Milller-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: Thank you.

6. ITEM NO. 6

BOARD CHAIR DAVIS: Item No. 6. PROGRESS REPORT UPDATE.

ASST. TO CITY MANAGER PERRY: Good evening, Board. Just a quick update. Since the last meeting, nothing significantly changed but we continue to perform our flushing regimen in District, west of Avenue U to ensure that we meet those water quality standards. We're also, just recently, awarded the contract to a vendor to install the ChemScan unit here at the main water plant so that should help us on our way to start, uh, to continue to reduce any flushing out in the western part of the community, especially when we get the Avenue U Pump Station and tank mixers on board.

We continued on our welfare rehabilitation. As you know, that's ongoing. We made significant progress in trying to bring those wells back up to fully functioning but, as you bring up one or two wells, you always have problems with others but, at this particular time, we are functioning at a, a very strong capacity related to our wells. Training is a big issue we've been working on recently. If you notice, on page.., on the second page of the, the memorandum, we do have several training courses already scheduled for our Utility District Staff and we're also in the process of scheduling additional training that meets the needs of the entire District, one by one. One of the days, we'll have some on ha'.., tra'.., hands on training by one of the companies that will work with each one of our Water District.., water plant operators...

BOARD CHAIR DAVIS: Mm.

ASST. TO CITY MANAGER PERRY: ...to provide those types of inputted skill they need to, to continue functioning as, as water plant operators.

There was no change in the Consent Orders for DEP or the Health Department and the current work status is pretty much standard. We're still working on those areas within the organization that were addressed inside the Consent Order and the U.S..., the report by U.S. Water.

So, that's pretty much what's going on over the last couple of weeks in terms of a progress report.

BOARD CHAIR DAVIS: Thank you sir.

CITY MANAGER EVANS: Mr. Perry, if, if you mind, can you provide just a brief update with respect to the Executive Director process?

ASST. TO CITY MANAGER PERRY: Yes, sir.

CITY MANAGER EVANS: Just where we are.

ASST. TO CITY MANAGER PERRY: As you know, a couple of weeks ago you received a package through the Manager's office requesting that the City Council take a look at the, the 12 candidates that make the fi'.., that made the final listing and we provided you some documentation, including their resumes, and also a job description, and also, a, a survey tool that we thought would be helpful in going through the resumes and applications and, and, and looking at those particular standards that we

feel would allow you to make some decision in, in reducing that number from 12 into 5. We also had a date, we understand the business schedule of the Board, but we did..., we just, hopefully, we could try to get that information in today so we can move forward with the next part of the process. I did receive two, two response' today from, from the Board Mem'..., two Board Members and I'm, I'm hopeful that we can get the remaining Board Members...

BOARD CHAIR PRO TEM MILLER-ANDERSON: The day isn't...

ASST. TO CITY MANAGER PERRY: ...to provide...

BOARD CHAIR PRO TEM MILLER-ANDERSON: ...over yet.

[Chuckles]

ASST. TO CITY MANAGER PERRY: So..., and we should have that information in a tally, in a spreadsheet, for the, the, the City Council meeting on Wednesday but we are moving forward and if you have any questions or you need..., have any concerns, feel free to give me a call or, or through the Manager's office.

CITY MANAGER EVANS: One of the things I wanted to see..., I, I had a very productive conversation with the Mayor from Palm Beach Shores and I was seeing if..., and I asked her if she would be interested in serving on the public interview panel when the Council interviews the, the candidates for the Director, the Utility Director and she said if it was the pleasure of this Council, she would be honored to participate in the process, so, I'm asking the Utility District Board if you have any issues with regards to the Mayor participating up here? What we're probably going to do is have our consultant, our..., the gentleman that helped us through some of the transition, really serve as asking the question some of the standard questions and then the Board can have some follow up questions but...

BOARD CHAIR DAVIS: I, I can sup'..., I mean, I have no problem supporting that considering that our water, we service that community as well and I would think they will definitely need some form of representation to understand..., to make their residents feel comfortable that they are a part of what's going on.

BOARD MEMBER PARDO: Do we have a resume? Is she an, an engineer?

CITY MANAGER EVANS: No. She just wan'..., [chuckle], [stammer], we don't have..., she just wants to sit in on the process to..., be'..., because we are a service provider to them.

BOARD MEMBER PARDO: But will she have a vote?

CITY MANAGER EVANS: No. She would not have a vote. She would just sit in on the process and observe. So.

BOARD MEMBER PARDO: Anyone can do that, correct?

CITY MANAGER EVANS: Yeah. Yeah. Anyone can, yes.

BOARD MEMBER PARDO: So...

CITY MANAGER EVANS: Yes. Yes.

BOARD MEMBER PARDO: Yeah. So, it's irrelevant.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Chair?

BOARD CHAIR DAVIS: Yes, ma'am.

BOARD CHAIR PRO TEM MILLER-ANDERSON: So, who's on the Board for the selection process or?

CITY MANAGER EVANS: The, the selection process, the way we've, we've mapped it out in, in the Agenda packet, we have..., the, the ultimate decision resides with the Manager but how I will handle the process is once the Council does, in fact, see the public interviews, I will meet with each of you individually and get your perspective on each of the candidates before we then rank the candidates to say this is the number one person, we're gonna go in and negotiate with, et. cetera, et. cetera. So, [stammer], those conversations will be held in private but you will have a public interview, here, where the individual will be able to address some of the questions and concerns that the Council may have.

BOARD MEMBER PARDO: Do we have a date yet?

CITY MANAGER EVANS: We have not set a date yet but we want to move quite aggressively but we have already mapped out what the schedule would look like and that's attached in the Agenda packet. We also have incorporated Staff involvement in the process, and executive management involvement in the process. So they will have a pretty lengthy day. They'll have a tour of the City, they'll have the public interview, they'll be interviewed by the executive management team, as well as the employees at the Utility District and the Council. And then, what we'll do is, we'll meet individually to talk about the candidates and then rank them and then we will begin the negotiation process with the number one candidate. But, our hope is certainly to get this person onboard sooner rather than later so we can proceed forward with the..., some of the capital projects but also the budget process that is already ongoing.

So, the sooner we get that information and, hopefully,, if the Council narrows the list down to five, which I'm sure the Council will do, we'll be able to then get with the candidates and coordinate a date and time for interviews.

BOARD CHAIR PRO TEM MILLER-ANDERSON: I have a question.

CITY MANAGER EVANS: Yes.

BOARD CHAIR PRO TEM MILLER-ANDERSON: The, the evaluation form that we have here.

CITY MANAGER EVANS: Yes.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Did they do some form of a, some form of an essay or something because it says ability to provide written communication?

CITY MANAGER EVANS: Yes. Yes. Some of them have provided their..., the, the questionnaire that you have inside the packet.

BOARD CHAIR DAVIS: It's in there.

CITY MANAGER EVANS: So, that's in there.

BOARD CHAIR PRO TEM MILLER-ANDERSON: With their, their writing?

CITY MANAGER EVANS: Yes. They're...

BOARD CHAIR PRO TEM MILLER-ANDERSON: A writing...

CITY MANAGER EVANS: ...writing, yes.

BOARD CHAIR PRO TEM MILLER-ANDERSON: ...that they did.

CITY MANAGER EVANS: They were, they were given a couple questions and they were able to answer some of those questions and.., so, through the an'.., through their response, as well as through their resumes, we think that you should be able to feel quite comfortable answering some of those particular items and we believe that those are the major issues facing our Utility operations at the moment.

BOARD CHAIR PRO TEM MILLER-ANDERSON: Okay.

[Pause]

CITY MANAGER EVANS: So, that's our update and...

BOARD CHAIR DAVIS: Okay.

7. ITEM NO. 7. UPDATE ON LIFT STATIONS 10 & 50

BOARD CHAIR DAVIS: Anyone else before we go to update on Lift Stations 10 & 50? [Pause]. Mr. Perry.

ASST. TO CITY MANAGER PERRY: The last Item is just a brief update on the activities for Lift Stations 10 & 50. As you know, Wharton Smith was issued a contract about a month [stammer], about a.., around two months ago and so, they've been actively engaged. They started the work. The Utility District is still working side by side to ensure that the transition is smooth. Based on the schedule, they feel that there's.., they'll be right on target with, with completing it in, in the 90 days as initially proposed. There have been no significant issues but my plan is, at the next meeting, I'll have a financial report outlining what's been spent so far and what activities the performed and, and put a dollar to.., a dollar amount to [stammer] that work that's performed and bring it back to the, to the board just to review. We also provided a.., the work to be performed in the next 30 days.

BOARD CHAIR DAVIS: [Inaudible].

ASST. TO CITY MANAGER PERRY: I can..., I, I can actually say that the, um, the complaints have gone down in the various areas so they are a professional company and they're doing an outstanding job.

BOARD CHAIR DAVIS: Thank you, sir. Any questions by the Board? [Pause]. Here none. Thank you, Mr. Perry.

STATEMENTS BY THE DISTRICT BOARD

BOARD CHAIR DAVIS: Now we have statements by the District Board. We're gonna start from the far right, Councilperson Pardo.

BOARD MEMBER PARDO: I have nothing. Thank you.

BOARD CHAIR DAVIS: Hubbard.

BOARD MEMBER HUBBARD: I wanted to ask Mr. Perry, in the transition from Close Construction to Wharton Smith, the additional services that C Close Cons'..., Design, provided for, almost tripled...

ASST. TO CITY MANAGER PERRY: Mhmm.

BOARD MEMBER HUBBARD: ...what they actually were supposed to provide for us...

ASST. TO CITY MANAGER PERRY: Mhmm.

BOARD MEMBER HUBBARD: ...regardless of who our contractor was.

ASST. TO CITY MANAGER PERRY: Mhmm.

BOARD MEMBER HUBBARD: So, I was wondering if you can provide, for me...

[Inaudible dais comment]

BOARD MEMBER HUBBARD: ...at some time, a [pause] description of why they were almost... Seem'..., it, it seems it's almost they were paid again for different services just because we took on a new contractor.

ASST. TO CITY MANAGER PERRY: Okay.

BOARD MEMBER HUBBARD: So, I just would like to get a little clearer understanding on that.

ASST. TO CITY MANAGER PERRY: Yes, ma'am.

BOARD MEMBER HUBBARD: Thank you, sir.

ASST. TO CITY MANAGER PERRY: Mhmm.

BOARD CHAIR DAVIS: Davis Johnson.

BOARD MEMBER DAVIS JOHNSON: No comment.

BOARD CHAIR DAVIS: I have no comment. Vice Chair?

BOARD CHAIR PRO TEM MILLER-ANDERSON: I just wanted to just make an announcement. On Thursday, I'll have my Town Hall meeting, as well as [pause], an invite, a chat for the community to come out on April the 20th, that Thursday from 6:30 to 8:00 o'clock at the Marina.

BOARD CHAIR DAVIS: That this Thursday?

BOARD CHAIR PRO TEM MILLER-ANDERSON: Yes.

BOARD CHAIR DAVIS: Okay. Mr. Evans.

CITY MANAGER EVANS: Just a, a brief Item. Mayor Masters and I are battling head to head on a competition. We're giving out free hugs and we actually have..., that will be on the 20th at the event here in the courtyard and then, in the morning, we'll be out there waving at people and seeing who gets the most hugs.

[Chuckles]

CITY MANAGER EVANS: So, we're gonna see if I can...

BOARD CHAIR DAVIS: Need some Red Bull?

CITY MANAGER EVANS: ...I can dethrone...

BOARD MEMBER PARDO: It's a...

CITY MANAGER EVANS: Yep.

BOARD MEMBER PARDO: ...little...

CITY MANAGER EVANS: So. Hugs, handshakes...

[Inaudible dais comment]

CITY MANAGER EVANS: ...anything. So.

BOARD CHAIR DAVIS: There ain't nothing wrong with sharin' a little love, just be careful.

[Chuckles]

CITY MANAGER EVANS: That's it. That concludes my report.

[Chuckles]

BOARD CHAIR DAVIS: Mr. Perry, you have anything to add to, to the hugs?

ASST. TO CITY MANAGER PERRY: No, sir.

[Chuckles]

BOARD CHAIR DAVIS: Anything from Legal? [Pause]. Anything from Legal?

DISTRICT ATTORNEY DEGRAFFENREIDT: No.

BOARD CHAIR DAVIS: That's a no. Okay.

ADJOURNMENT

BOARD CHAIR DAVIS: Motion to adjourn as...

BOARD MEMBER DAVIS JOHNSON: So moved.

BOARD CHAIR DAVIS: ...we get prepared for workshop.

BOARD MEMBER DAVIS JOHNSON: So moved.

[Gavel]

[End of video/audio]

City Employees, Public Speakers and Others

DEPUTY DISTRICT CLERK JACQUELINE BURGESS	DEPUTY DISTRICT CLERK BURGESS
--	-------------------------------

PURCHASING DIRECTOR DEAN MEALY	PURCHASING DIRECTOR MEALY
--------------------------------	---------------------------

POONUM KALKAT	MS. P. KALKAT
---------------	---------------

FINANCE DIRECTOR RANDY SHERMAN	FINANCE DIRECTOR SHERMAN
--------------------------------	--------------------------

APPROVED:

KaSHAMBA L. MILLER-ANDERSON
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TONYA DAVIS JOHNSON
CHAIR PRO TEM

LYNNE L. HUBBARD
BOARDMEMBER

DAWN S. PARDO
BOARDMEMBER

TERENCE D. DAVIS
BOARDMEMBER

MOTIONED BY: _____

SECONDED BY: _____

L. HUBBARD _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

D. PARDO _____

T. DAVIS _____

DATE APPROVED: **MAY 16, 2017**

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

Meeting Date: 5/16/2017

Agenda Category:

Subject: LIFT STATION 10 & 50 UPDATE

Recommendation/Motion:

Originating Dept	UTILITY DISTRICT	Costs
User Dept.	UTILITY DISTRICT	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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
5_08_17_Update_on_Renovation_of_LS_#10___50.pdf	MEMO	5/8/2017	Cover Memo
5_01_17_pmt_#1.pdf	Payment #1	5/8/2017	Backup Material
5_08_17_Work_Activity_ID_#A-1320-01.pdf	Work Directive #01	5/8/2017	Backup Material
5_08_17_Work_Activity_ID_#A-1320-02.pdf	Work Directive #02	5/8/2017	Backup Material
4_25_17_RES_02-17UD.pdf	RESOLUTION 02-17ud	5/8/2017	Resolution
1_25_17_WHARTON_SMITH_CONTRACT.pdf	CONTRACTS	5/8/2017	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Purchasing	Mealy, Dean	Approved	5/8/2017 - 5:03 PM
Finance	sherman, randy	Approved	5/9/2017 - 7:21 AM
City Manager	Monroe, Luecinda	Approved	5/10/2017 - 12:53 PM

INTER-DEPARTMENTAL COMMUNICATION

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
THROUGH: JONATHAN E. EVANS, CITY MANAGER
FROM: TROY F. PERRY, ACTING EXECUTIVE DIRECTOR OF UTILITIES
DATE: MAY 8, 2017
SUBJECT: UPDATE ON RENOVATION OF LIFT STATION'S 10 AND 50

Attached, please find an update on renovation efforts at lift station 10 and 50 as submitted by the assigned contractor Wharton-Smith, Inc.

In addition please find the following financial documents and payments:

Original Contract Amount	\$1,857,730.00
Payment #1	\$118,304.38

Allowance	\$200,000
RFI- Work Directive 01	\$7,123.48
RFI- Work Directive 02	\$6,134.00

Should you have any questions, please contact my office.

C: Department file

Attachment



City of Riviera Beach utility District
Rehabilitation and Replacement of Lift Station No. 10 and No. 50
WSI Job #17-12

Construction Progress Meeting – May 3rd, 2017

Work Complete in Last 30 Days

1. Lift Station 10

- a. Infill Wet Well openings and penetrations
 - i. 24" pipe removed
- b. Saw cut and removed existing below ground structure
 - i. Installed 12'x16' Trench Box
- c. Cut down existing auger cast piles to solid concrete in preparation for valve vault slab floor
- d. Hydro Blasted Wet Well and had Coatings Manufacture inspect Wet Well for coating preparation

2. Lift Station 50

- a. Underground
 - i. Installed 6" and 16" piping on the east side of project to the multiple conflicts
 - ii. Pressure tested 16", 24" and 6" piping
- b. Aboveground
 - i. Installed suction header to Pumps 210 & 220
 - ii. Installed Pumps 210 & 220
 - iii. Removed existing incorrect pipe support formwork
 - 1. Installed new formwork for pipe supports
- c. Electric
 - i. Installed electric duct bank
 - ii. Installed disconnects conduit and wiring to AC Units
- d. Building Roof
 - i. Installed metal parapet cap – pending final inspection



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Work to be Complete in Next 30 Days

3. Lift Station 10

- a. Install new Valve Vault – Pending Sea Wall Resolution
- b. Rehabilitation of Wet Well
 - i. Install fillet
 - ii. Install 20" influent piping – Pending Resolution
 - iii. Install cementitious coating
 - iv. Install pumps and piping to Valve Vault

4. Lift Station 50

- a. Underground
 - i. Possible Tie-ins to existing FMs – Pending decision on pipeline conflicts
- b. Aboveground
 - i. Continue installation of suction header
 - ii. Installation of Pumps 230 & 240
 - 1. Re-pour equipment pads
 - iii. Begin installation of discharge header
 - iv. Continue installation of pipe supports
- c. Electric
 - i. Conduit and wiring to Pumps 210-240

MAY 02 2017

FINANCE

City of Riviera Beach

Payment Application Number 1
Payment Period: 3/1/2017 To: 3/31/2017
Project Title: Lift Stations #10 and #50

Project Number: 17-012

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

CONTRACTOR:
WHARTON-SMITH, INC
750 County Road 15
Lake Monroe, FL 32747

CHANGE ORDER SUMMARY			
CHANGE ORDER#	DATE APPROVED	ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
NET CHANGE			\$0.00

PAYMENT SUMMARY

Original Contract Amount	\$ 1,857,730.00
Net Change by Change Order	\$ -
Contract Sum to Date	\$ 1,857,730.00
Total Completed to Date	\$ 131,449.31
Balance to Finish	\$ 1,726,280.69
Stored Materials to Install	\$ -
TOTAL	\$ 131,449.31
RETAINAGE 10%	\$ 13,144.93
Total Earned less Retainage	\$ 118,304.38
Less Previous Payments	\$ -
Current Payment Due	\$ 118,304.38

I CERTIFY THAT THE PAYMENT REQUESTED IS IN ACCORDANCE WITH THE TERMS OF THE CONTRACT DATED February 8, 2017 AND THAT PREVIOUS PAYMENTS HAVE BEEN USED TO PAY OBLIGATIONS FOR MATERIALS SUPPLIED AND WORK PERFORMED IN CONJUNCTION WITH THIS PROJECT. IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND IN CONSIDERATION OF \$ 118,304.38 PAID.

WHARTON-SMITH, INC RELEASES AND WAIVES FOR ITSELF AND ITS SUBCONTRACTORS, MATERIAL, MEN, SUCCESSORS AND ASSIGNS, ALL CLAIMS DEMANDS, DAMAGES, COSTS AND EXPENSES, WHETHER IN CONTRACT OR IN TORT, AGAINST CITY OF RIVIERA BEACH FLORIDA, EX OFFICIO THE CITY OF RIVIERA BEACH (*OWNER*) RELATING IN ANY WAY TO THE PERFORMANCE OF THE AGREEMENT BETWEEN CONTRACTOR AND OWNER, DATED April 25, 2017

FOR THE PERIOD FROM March 1, 2017 TO March 31, 2017

APPLICATION FOR PAYMENT APPROVED BY:

[Signature]
Consulting Engineer/Architect

[Signature]
City of Riviera Beach

J-M. C
JAMES M. CONTINO
WHARTON-SMITH, INC

Project Manager

State of: Florida

County of: Palm Beach

Subscribed and sworn before me this 25th

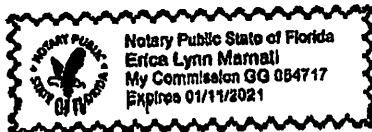
day of

April, 2017

Notary Public: [Signature]

personally known to me.

My Commission expires:



RECEIVED
MAY 02 2017

FINANCE

OK to pay
[Signature]

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: REHABILITATION/REPLACEMENT LIFT STATION NO. 10 AND NO. 50
PROJECT NUMBER: IFB 493-14 CONTRACT NUMBER: 17-012
CONTRACTOR: WHARTON SMITH, INC.
ADDRESS: P.O. BOX 471028, LAKE MONROE, FL 32747-1028
Application No.: 1 Period From: 3/1/2017 to 3/31/2017
Account Number: _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE:

A. Original Contract Amount (Page A-2, Col. 6)	<u>\$ 1,857,730.00</u>
B. Plus: Change Order Additions (Page A-3, Col. 5)	_____
C. Less: Change Order Deletions (Page A-3, Col. 7)	_____
D. Adjusted Contract Amount as of this Estimate	_____

ANALYSIS OF WORK PERFORMED TO DATE:

1. Original Contract Work Performed to Date (Page A-2, Col. 8)	<u>\$ 1,857,730.00</u>
2. Extra Work Performed to Date (Page A-3, Col. 6)	_____
3. Total Value of Work Performed To Date	<u>\$ 1,857,730.00</u>
4. Plus: _____ % of Stored Material and Equipment (Attach Schedule & Copies of Invoices)	_____
5. Total Work Performed To Date Plus Stored Materials and Equipment	<u>\$ 131,449.31</u>
6. Less: ¹⁰ % Retainage	<u>\$ 13,144.93</u>
7. Net Amount Earned on Contract to Date	<u>\$ 118,304.38</u>
8. Less: Amount of Previous Payments	_____
9. Plus: Reduction in Retainage from _____ % to _____ %	_____
10. Balance Due This Payment	<u>\$ 118,304.38</u>

CERTIFICATION OF CONTRACTOR:

I hereby certify that I have checked and verified this Periodical Estimate for Payment No. 1, for the period from 3/1/17 to 3/31/17, inclusive, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by this Contractor; that all work, materials, and equipment included in Periodical Estimate No. 1 have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of Periodical Estimate No. 1 have been authenticated and approved by the authorized undersigned representative of the Contractor.

<u>Wharton-Smith, Inc.</u> (Contractor)	By <u>James M. Cortina</u> (Authorized Representative)
Title <u>Project Manager</u>	Date <u>4/11/17</u>

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: REHABILITATION/REPLACEMENT LIFT STATION NO. 10 AND NO. 50
PROJECT NUMBER: IFB 493-14 CONTRACT NUMBER: 17-012
CONTRACTOR: WHARTON SMITH, INC.
ADDRESS: P.O. BOX 471028, LAKE MONROE, FL 32747-1028
Application No.: 1 Period From: 3/1/2017 to 3/31/2017
Account Number: _____

CERTIFICATION OF CONSTRUCTION REPRESENTATIVE:

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodical Estimate No. 01 are correct; that the work, material and equipment shown thereon has been completed and supplied in conformance with the Contract Documents of the project between CITY OF RIVIERA BEACH(Owner), and Wharton Smith (Contractor), dated 01/25/2017, including any authorized changes, deviations, substitutions, alterations and/or additions; that it is agreed that this Periodical Estimate for Payment No. 01 is a true and correct statement of the Contract Amount, up to and including the last day of the last day of the period covered by this Periodical Estimate No. 01 and that no part of the "balance due" this payment has been received.

C Solutions, Inc.
(Resident Project Representative)

By [Signature]
(Authorized Representative)

Title President

Date 4/25/2017

CERTIFICATION OF UTILITY DISTRICT REPRESENTATIVE:

To the best of my knowledge and belief, all items shown on the face of this Periodical Estimate for Partial Payment No. 01 are correct and that the work, material and equipment shown thereon has been completed and/or supplied in conformance with the Contract Documents, and is satisfactory for approval and processing for payment.

City of Riviera Beach Utilities District.
(Owner)

By [Signature]
(Authorized Representative)

Title _____

Date 5/1/2017

SCHEDULE 3

SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING March 31, 2017 PROJECT # IFB 493-14

PROJECT NAME REHABILITATION/REPLACEMENT LIFT STATION NO. 10 AND NO. 50

PRIME CONTRACTOR NAME Wharton-Smith, Inc.

PROJECT SUPERVISOR James M. Contino

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to the District. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION															SBE-M/WBE Category (check all applicable)				
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)					
D.S. Eakins	\$238,852.50	\$10,850.00	\$249,702.50	\$0.00	\$0.00	\$0.00	TBD		X				X						
Enginuity Group	\$12,129.00	\$0.00	\$12,129.00	\$0.00	\$0.00	\$0.00	TBD		X			X							
Gilmore Electric	\$268,674.00	\$0.00	\$268,674.00	\$0.00	\$0.00	\$0.00	TBD		X				X						

I hereby certify that the above information is true to the best of my knowledge

Return to: Riviera Beach Utility District

(Signature and Title)

James M. Contino / Project Manager

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an MWBE. If firms are certified as both an SBE and MWBE, the dollar amount will not be counted twice.

**CITY OF RIVIERA BEACH UTILITIES DEPARTMENT
WORK DIRECTIVE**

To: James Contino
Project Manager
Wharton Smith

Project Name: REHABILITATION / REPLACEMENT LIFT STATION NO. 10 AND NO. 50

Project No.: IFB 493-14

Work Directive No.: 01

Contractor is directed to proceed with the following changes:

Description:

In RFI No. 4, the Contractor reported "Upon inspection of the concrete reinforcement stored material onsite at LS50; it is our professional opinion that the reinforcing steel has corroded beyond an acceptable level" and asked if they could provide a proposal to replace this material with new. The Engineer responded to the RFI asking for a proposal to replace material (rebar) with new which the Contractor provided for a total cost of \$7,123.48 in Change Order Proposal (COP) No.1 (attached for reference).

The Contractor is directed to proceed with the purchase of replacement rebar as detailed in COP No. 1 and stipulated below.

- ☐ Time and materials as specified in the Contract Documents
- ☒ Lump Sum Price of \$7,123.48

Note: Compensation for this Work Directive will be accounted for in the Construction Allowance. The schedule task item for this work will be identified as Work Activity ID: A-1320-01. No additional time is being awarded as part of this Work Directive.

Authorized by:

C SOLUTIONS, INC. (ENGINEER)

Mark Drummond, P.E., BCEE

Name

President

Title



Signature

April 25, 2017

Date

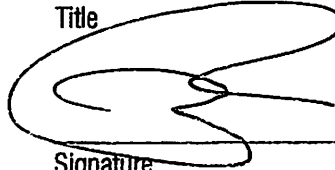
RIVIERA BEACH UTILITY DISTRICT (OWNER)

Troy Perry

Name

Acting Executive Director

Title



Signature

5/2/2017

Date

WHARTON SMITH (CONTRACTOR)

James Contino, P.E.

Name

Project Manager

Title

Signature

Date



April 5, 2017

Mr. Mark Drummond, P.E., BCEE
C Solutions Inc.
610 SE 14th Court, No. 2
Fort Lauderdale, FL 33316

Re: Change Order Proposal No. 01
City of Riviera Beach
The Rehabilitation/Replacement of Lift Stations No. 10 and No. 50
Furnish Replacement Concrete Reinforcement

Dear Mr. Drummond:

As requested, we have developed Proposal Summary No. 01 to furnish replacement concrete reinforcement as per your response to RFI #004. Included in the proposal is the cost of furnishing all necessary materials, labor, equipment, tools, supervision, and subcontractor costs required for the specified scope of work.

Attached to this letter you will find our detailed Proposal Summary for the amount of ~~\$7,195.00~~ with all associated back-up documentation.

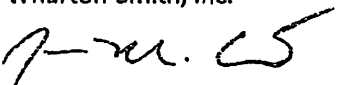
\$7,123.48

Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please furnish a formal Change Order so we may proceed with the work identified in our Proposal Summary, if found acceptable.

Please do not hesitate to call if you should have any questions or wish to discuss this matter further.

Sincerely,
Wharton-Smith, Inc.


James M. Contino
Project Manager

C.c.: File 17-012/C-05A.1

Summary



CHANGE ORDER COST PROPOSAL NO. 01

Revision 00

Riviera Beach LS 10 & 50

PROPOSAL SUMMARY

4/5/2017

#	DESCRIPTION	NOTES
1	Furnish all necessary labor, materials, tools, equipment and supervision required to purchase replacement concrete reinforcement as directed in Engineer's response to RFI No. 004 attached.	
2		
3		
4		
5		
6		
7		
8		
9		
10	The duration for the additional work outlined in this proposal is 0 calendar days.	
11	The Contract Time Extension due to this <u>Change Order</u> is 0 calendar days.	
12	MATERIALS	TOTAL
13	From Page 2	\$ 5,789.09
14	Tax 7.00% \$ 405.24	\$ 6,194.33
15	Markup 15.0% \$ 929.15	\$ 7,123.48
16		\$ 7,123.48
17		
18	LABOR	TOTAL
19	From Page 3	\$ -
20	Markup 15.0% \$ -	\$ -
21		\$ -
22		
23	TOOLS & EQUIPMENT	TOTAL
24	From Page 4	\$ -
25	Tax 7.00% \$ -	\$ -
26	Markup 15.0% \$ -	\$ -
27		\$ -
28		
29	SUBCONTRACTS	TOTAL
30	From Page 5	\$ -
31		\$ -
32		
33		
34	Subtotal	\$ -
35	Markup 5.0% \$ -	\$ -
36		\$ -
37		
38	OTHER	TOTAL
39	Extended Overhead	Days * Cost Per Day \$ -
40	Additional Insurance 0.45% M + L + T&E + S	\$ 7,123.48
41	Additional Bond 0.55% M + L + T&E + S	\$ 7,155.53
42	Subtotal	\$ 71.41
43	Markup 0.0% \$ 71.41	\$ -
44		\$ 71.41
45		
46	FINAL QUOTE TOTAL	TOTAL
47		\$ 7,195.00
48		
49		\$ 7,195.00

With use of Construction allowance there is no additional bond or insurance premium increase.

\$7,123.48

**CHANGE ORDER COST PROPOSAL NO. 01**

Revision 00

Riviera Beach LS 10 & 50**MATERIAL ESTIMATE**

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Coral Steel & Supply Co.		1	LS	\$ 5,789.09	\$ 5,789.09	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
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23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ 5,789.09	
40					\$	5,789.09	

CORAL STEEL & SUPPLY CO.

759 Benoit Farms Road, West Palm Beach, FL. 33411
561-798-8822 PHONE • 561-798-5640 FAX • 1-888-798-8822 Toll Free
CERTIFIED S. B. E - S.F.W.M.D.-PALM BEACH COUNTY
SERVING THE INDUSTRY SINCE 1983



Wednesday, March 29, 2017	CORAL STEEL PROPOSAL #	170891
WHARTON-SMITH, INC.	PROJECT NAME	CITY RIVEIRA BCH PS 10 & 50 REHAB
125 W INDIANTOWN RD, SUITE 201, JUPITER, FL., 33458	LOCATION	RIVERA BEACH, FL.,
PHONE (561) 748-5956 ext 321 MOBILE (561) 354-8786	ARCHITECT	
ATTENTION - JAMES CONTINO	ENGINEER	SOLUTIONS INC
	DRAWINGS	S-01 thru S-14, M2-M6, CM R1.01,R1.02

LINE#	PAY ITEM#	DESCRIPTION	WEIGHT	UNIT PRICE	AMOUNT
1	L10	WET WELL CONCRETE FILLETT	1,475 lbs.	\$0.385	\$567.88
2	BASED ON	LOWER PLAN DETAIL A	2,313 lbs.	\$0.385	\$890.51
3	CM PLACING	BAL. LOWER REINFORCING	1,508 lbs.	\$0.385	\$580.58
4	PLANS	UPPER REINFORCING PLAN	4,730 lbs.	\$0.385	\$1,821.05
5	L50	x7_TYPE 2- SLAB ON GRADE	762 lbs.	\$0.425	\$323.85
6		x5_TYPE 2-ON GRADE/GROUND	780 lbs.	\$0.425	\$331.50
7		x4_TYPE 3-S.O.G. TALL	202 lbs.	\$0.425	\$85.85
8		x14_TYPE 3-S.O.G. SHORT	710 lbs.	\$0.425	\$301.75
9		x6_TYPE 4-ON GRADE/GROUND	502 lbs.	\$0.425	\$213.35
10		x8-TYPE 5 PIPE SUPT.ON GRADE	1,003 lbs.	\$0.425	\$426.28
11	L10	TYPE 1 PUMP BASES	580 lbs.	\$0.425	\$246.50
12	8-5 x 3-8 x22"	DIM. FOR ABOVE TYP 1 BASE	SUB TOTAL		\$5,789.09
13				7% TAX	\$405.24
14				TOTAL	\$6,194.32
15					

CORAL STEEL COMPANY FURNISH PRICE INCLUDES:

- Furnish A.S.T.M. A615, Grade 60, concrete reinforcing steel, bent, bundled, and tagged in accordance with the drawings as listed above and the Concrete Reinforcing Steel Institute Manual of Standard Practice. This includes permitted fabrication tolerances and practices.
- Shop drawings, placing plans and bar lists, for approval and field use, in accordance with the plans as listed above and C.R.S.I. standards.
- Delivery, F.O.B. job site, at curbside or as far as trucks can reasonably go under their own power.
- Rebar : **PRICE IS BASED UPON DRAWING SHEETS SHOWN ABOVE**

CORAL STEEL COMPANY - STANDARD EXCLUSIONS

Excluded from the proposal are Items 1-10 listed below

- Supports for reinforcing on ground or on grade. Stud Rails. Mesh, poly film, or accessories for vertical alignment of reinforcing. Smooth round dowels or dowel baskets. Formsavers, threaded bars or any mechanical splice couplers, except as noted*. (See notes** to this proposal). Galvanized or epoxy coated steel, unless noted above. NO A706 PROVIDED. (See tonnage break out.)
- Any reinforcing required, but not shown on the plans in this proposal or in the Pay Items Summary
- Adding reinforcing for placing boom, buck hoist, or crane pads.
- Reinforcing for pour strips, mechanical openings, construction joints or slab and wall openings not shown on the drawings listed in this proposal.
- Drainage Structures (septic tanks, soakage pits, catch basins, manholes, etc.)
- Site work (wheel stops, curbs, sidewalks, valve boxes, light pole bases, water features, pools, bridges)
- Seal by a registered engineer of the placing drawings or an architect's or engineer's allowance.
- Supply or installation of "O.S.H.A." required rebar protection caps.
- The cost of bonds or additional insurance coverage beyond Coral Steel's normal limits.
- Engineer's allowance, pre-stressed or pre-cast reinforcing. Supports for upper mat of rebar in members over 4' in depth.

The above prices are firm for shipments through August 31, 2017. From September 01, 2017 through the end of contract, this contract is subject to material price adjustments based upon price increases imposed by the steel-producing mills, including scrap surcharges and mill base price increases.

This proposal must be made part of and incorporated into any subsequent contract or material purchase agreement as scope of work and terms and conditions of sale.

ACCEPTED BY : _____

TITLE: _____

FOR: _____

DATE: _____



Wharton-Smith, Inc.
CONSTRUCTION GROUP

125 W. Indiantown Road, Suite 201
Jupiter, FL 33458
Phone: (561) 748-5956 Fax: (561) 748-5958

REQUEST FOR INFORMATION No. 00004

Dated: 03/12/17

To

Mark S. Drummond
C Solutions, Inc.
4152 W. Blue Heron Blvd, # 225
Riviera Beach, FL 33404
Phone: 561-244-9480

Job #: 17-012
Project: City of Riviera Beach LS #10 & LS #50

Status: NEW

Answer Required By: 03/20/17

Title

Stored Material Rebar

Impact

Schedule Impact: Unknown

Work Impact: Unknown

Cost Impact: Unknown

Request

Upon inspection of the concrete reinforcement stored materials currently onsite @ LS 50; it is our professional opinion that the reinforcing steel has corroded beyond an acceptable level. Please confirm if you wish for us to provide a proposal to replace this material with new.

Requested By: James M. Contino of Wharton-Smith, Inc.

Answer

Please provide a proposal to replace existing material with new rebar.

Answer By: Mark Drummond of C Solutions, Inc.
3/16/2017

**CITY OF RIVIERA BEACH UTILITIES DEPARTMENT
WORK DIRECTIVE**

To: James Contino
Project Manager
Wharton Smith

Project Name: REHABILITATION / REPLACEMENT LIFT STATION NO. 10 AND NO. 50

Project No.: IFB 493-14

Work Directive No.: 02

Contractor is directed to proceed with the following changes:

Description:

The bidding services for a replacement Contractor were handled by the Surety Company and bids received based on conditions provided to the Contractors by the Surety Company. The Contractor prepared their bid by using the remaining cost provided by the Surety Company for completion of work by Subcontractors. For the installation of the Auger Cast piles the original subcontractor was not responsive to the selected Contractor for the completion of work. Thus the contractor procured bids from another contractor for installation of remaining auger cast piles at LS No. 10 and the price was in excess of that provided for completion by the Surety Company during bidding.

The Contractor is directed to proceed with the completion of the installation of auger cast piles at LS No. 10 as specified in the Contract Documents for the additional cost as stipulated below. Backup cost buildup information is attached as provided in COP No. 3.

- ☐ Time and materials as specified in the Contract Documents
- ☒ Lump Sum Price of \$6,134.00

Note: Compensation for the additional cost in this Work Directive will be accounted for in the Construction Allowance. The schedule task item for this work will be identified as Work Activity ID: A-1320-02. Percent progress will reference the existing Work Activity ID: LS10-1710 (Install remaining auger cast piles). The amount paid will be determined by the percent progress for LS10-1710 applied to both Work Activity Values for Work Activity IDs LS10-1710 plus A-1320-02. No additional time is being awarded as part of this Work Directive.

Authorized by:

C SOLUTIONS, INC. (ENGINEER)

Mark Drummond, P.E., BCEE

Name

President

Title



Signature

May 1, 2017

Date

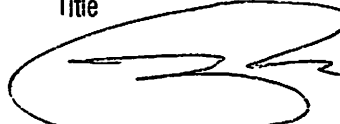
RIVIERA BEACH UTILITY DISTRICT (OWNER)

Troy Perry

Name

Acting Executive Director

Title



Signature

5/3/2017

Date

WHARTON SMITH (CONTRACTOR)

James Contino, P.E.

Name

Project Manager

Title

Signature

Date



Wharton-Smith, Inc.
CONSTRUCTION GROUP

April 6, 2017

Mr. Mark Drummond, P.E., BCEE
C Solutions Inc.
610 SE 14th Court, No. 2
Fort Lauderdale, FL 33316

Re: Change Order Proposal No. 03
City of Riviera Beach
The Rehabilitation/Replacement of Lift Stations No. 10 and No. 50
Auger Cast Pile Additional Cost

Dear Mr. Drummond:

As requested, we have developed Proposal Summary No. 03 for additional costs to furnish and install (10) remaining auger cast piles. As B&M Marine has been non-responsive with regards to completing their scope of work, FL Foundation was contacted to provide the attached proposal. Please note the additional cost is the amount of FL Foundation proposal in excess of the Completion Contractor's Responsibility value in the attached hold agreements spreadsheet provided at time of bidding. Included in the proposal is the cost of furnishing all necessary materials, labor, equipment, tools, supervision, and subcontractor costs required for the specified scope of work.

Attached to this letter you will find our detailed Proposal Summary for the amount of \$6,134.00 with all associated back-up documentation.

Only the items listed in the Proposal Summary are to be considered as included in our scope of work. No cost allowance has been made for items of work not contained in the Proposal Summary, and are specifically excluded from this proposal. This Lump Sum proposal is valid for 5 calendar days.

Please furnish a formal Change Order so we may proceed with the work identified in our Proposal Summary, if found acceptable.

Please do not hesitate to call if you should have any questions or wish to discuss this matter further.

Sincerely,
Wharton-Smith, Inc.

James M. Contino
Project Manager

C.c.: File 17-012/C-05A.1

Summary



CHANGE ORDER COST PROPOSAL NO. 03

Revision 00

Riviera Beach LS 10 & 50

PROPOSAL SUMMARY

4/6/2017

#	DESCRIPTION	NOTES
1	Furnish all necessary labor, materials, tools, equipment and supervision required for additional costs to furnish and install (10) remaining auger cast piles. Since B&M Marine has been non-responsive with regards to completing their scope of work, a proposal was requested from FL Foundation. The additional cost is FL Foundation's subcontracted amount in excess of the Completion Contractor's Responsibility value in the attached hold agreements spreadsheet provided at time of bidding.	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11	The duration for the additional work outlined in this proposal is 0 calendar days.	
12	The Contract Time Extension due to this <u>Change Order</u> is 0 calendar days.	
12	MATERIALS	TOTAL
13	From Page 2	\$ -
14	Tax 7.00%	\$ -
15	Markup 15.0%	\$ -
16		\$ -
17		
18	LABOR	TOTAL
19	From Page 3	\$ -
20	Markup 15.0%	\$ -
21		\$ -
22		
23	TOOLS & EQUIPMENT	TOTAL
24	From Page 4	\$ -
25	Tax 7.00%	\$ -
26	Markup 15.0%	\$ -
27		\$ -
28		
29	SUBCONTRACTS	TOTAL
30	From Page 5	\$ 5,841.50
31		\$ -
32		
33		
34	Subtotal	\$ 5,841.50
35	Markup 5.0%	\$ 292.08
36		\$ 6,133.58
37		
38	OTHER	TOTAL
39	Extended Overhead	Days * Cost Per Day \$ -
40	Additional Insurance 0.00%	M + L + T&E + S \$ 6,133.58
41	Additional Bond 0.00%	M + L + T&E + S \$ 6,133.58
42	Subtotal	\$ -
43	Markup 0.0%	\$ -
44		\$ -
45		
46	FINAL QUOTE TOTAL	TOTAL
47		\$ 6,134.00
48		
49		\$ 6,134.00

**CHANGE ORDER COST PROPOSAL NO. 03**

Revision 00

Riviera Beach LS 10 & 50**SUBCONTRACT ESTIMATE**

#	SUBCONTRACTOR	SCOPE	INV	TOTAL	NOTES
1	FL Foundations	Furnish & Install (10) 12" x 20' max Auger Cast Piles		\$ 16,000.00	
2	Credit	Completion Contractors Responsibility		\$ (10,158.50)	
3					
4					
5					
6					
7					
8					
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29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 5,841.50	
40			\$	5,841.50	

**COMPLETION OF LS 10 AND LS 50, RIVIERA BEACH, FLORIDA
SUBCONTRACTOR/SUPPLIER HOLD AGREEMENTS
HARTFORD CLAIM NUMBER 564558348**

CONTRACTOR/SUPPLIER	CONTRACT AMOUNT	AMOUNT PAID	HARTFORD PAID	CHANGE ORDERS	RETAINAGE	COMPLETION CONTRACTOR'S RESPONSIBILITY
Gilmore Electric	\$516,000.00	\$178,294.50	\$121,525.50	\$52,494.00	\$15,780.00	\$268,674.00
C.C.Controls	\$284,080.00	\$156,032.00	\$46,322.00	-\$64,660.00	\$0.00	\$17,066.00
Farmer and Irwin	\$60,950.00	\$13,784.40	\$36,862.20	\$3,367.00	\$5,627.40	\$13,670.40
Tim Graboski Roofing	\$33,782.00	\$0.00	\$30,151.80	\$0.00	\$3,350.20	\$3,630.20
Mosley & Sons	\$189,551.00	\$100,137.60	\$19,663.30	\$2,256.00	\$13,311.10	\$72,006.10
Xylem	\$131,212.37	\$122,656.29	\$7,474.08	\$0.00	\$0.00	\$1,082.00
Precast Wall Systems	\$56,500.00	\$0.00	\$22,600.00	\$0.00	\$0.00	\$33,900.00
Southland Painting	\$61,000.00	\$0.00	\$11,718.00	\$0.00	\$1,302.00	\$49,282.00
Cummins						
B&M Marine	\$20,317.00	\$10,158.50	\$0.00	\$14,000.00	\$0.00	\$10,158.50
HD Supply	\$505,556.50					
Barney's Pumps						
Concrete Products	\$12,360.66					\$12,360.66

B&M Marine had a change order for \$14,000 for work off of a barge which was not approved by the City. This work was due to the tree being in the way of the work. If B&M Marine or any other piling contractor needs to use a barge there will be an extra charge. B&M's is another \$14,000.



March 7, 2017

Client: Wharton-Smith Inc.
125 W. Indiantown Road, Suite 201
Jupiter, FL 33458
Phone: 561-748-5956
Email: jhurley@whartonsmith.com

Project: Rehabilitation and Replacement of Lift Station No. 10
West of Park Avenue between Yacht Harbor Drive
and South Harbor Drive
Riviera Beach, Florida

All construction is to be as indicated per plans and specifications executed by: Jean Paul Silva, PE - License # 66522 - Plans dated, 06/2015 except for notes below.

ARTICLE 1: SPECIFICATIONS (please initial) _____

Auger Cast Piles:

1.1 We here by submit specifications and estimates for the installation of Auger cast piles, as specified, at the above mentioned location.

1.2 Compression Pile to be 12" in diameter and 20' or less in length;

Reinforcement: 4 # 5 @ 23', with # 3 ties @ 12" o/c

1.3 Piles Grout is to be 5000 PSI

Load Test: ☐ Required ☒ Not Required

1.4 Load Test monitoring ☐ Included ☒ Excluded

1.5 Compression Capacity Load _____ (tons)

1.6 Tension Capacity Load _____ (tons)

1.7 Lateral Capacity Load _____ (tons)

1.8 Strain Gauges (if required) _____ pairs included

Clean-up/Removal: ☐ Included ☒ Excluded

1.9 Clean up of concrete spoils for auger piles to be installed

1.1 Removal of concrete spoils for auger piles to be installed

Chipping: ☐ Included ☒ Excluded

1.11 Pile cutting or chipping for auger piles to be installed

1.12 Pile cutoff point to be marked by client.

1.13 Chipping work to be performed in a continuous manner

1.14 One chipping mobilization; additional mobilizations charged per scheduled value in changes of base bid article.

1.15 Additional chipping beyond specified linear feet to be charged per hour

Qty: 10

Length (ft): 20

Price: TBD

Price: TBD

Price: TBD

Qty: -

Linear Ft.: -

Price: TBD

ARTICLE 2: INCLUDED (please initial) _____

2.1 One mobilization.

2.2 Installation of 10 piles.

2.3 All labor, materials, equipment and personal.

2.4 Inspections, logging of piles and supervision.

2.5 Certification by Florida Registered Engineer (Geo-tech Engineer)

2.6 Pile can be dipped to +/- 6 inches from working grade or 12" of existing grade.

2.7 General Liability insurance & Workers Comp.

ARTICLE 3: EXCLUDED (items provided by client &/or others) (please initial) _____

3.1 Engineering layout; including pile locations and elevations calculations, as-built surveys and pile numbering plan.

3.2 Concrete cutting &/or replacement, if any, by client.

3.3 Protection, repair or replacement of adjacent structures and work sites including buildings, equipment, vehicles, trees, shrubs, lawns, sidewalks, right-of-ways, streets, and driveways where equipment is going to work or be driven through; to be provided by client.



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CGC # 1517967

Proposal # 17-102-0

- 3.4 A firm, dry, level and accessible site with ramps if required for our equipment and concrete trucks to operate and access throughout site.
- 3.5 Provide location, protection, removal or replacement of underground or overhead obstructions including utilities, buildings, lightings, sprinkles, trees, etc., necessary to provide free operation and/or access to our equipment; to be provided by client.
- 3.6 Water outlet supplying city water at 100 ft. of work site with normal city water pressure to be supplied by client.
- 3.7 Pile cutting or chipping, marking of the cutoff point; to be done by Client.
- 3.8 Cleanup of concrete spoils.
- 3.9 Hauling / removal of concrete spoils.
- 3.1 Bending bars or hooks on top of piles by client.
- 3.11 Traffic maintenance, job site security, fencing, barricades, and protection devices such as Safety caps for rebar, caution tapes flags Etc. to be provided by client. (Safety caps for rebars provided by client and installed by Florida Foundation).
- 3.12 Load Test, load test monitoring, pile certification or strain gage instrumentation.
- 3.13 Estimate based on full concrete truck loads any requirement for partial loads will affect pricing of material and labor.
- 3.14 Exclusion of pile tolerance for any pile deviation on sites with the following conditions: previous existing structures; site has existing piles; site previous use as landfill; nonorganic material found during pile installation.
- 3.15 Exclusion of pile tolerance below 6 inches. Typical pile installation methods and surveying inaccuracies result in pile deviations of up to 4 - 5 inches. Structure should be designed to accommodate the expected deviations.

Price: TBD

ARTICLE 4: CHANGES IN BASE BID (please initial) _____

- 4.1 For piles larger than bid length; add
- 4.2 Add piles - within same mobilization:
- 4.3 For each pile with grout in excess of 1.5 times the theoretical pile volume add.
- 4.4 Standby time will be invoiced; 2 hours travel time, 4 hours minimum.
- 4.5 Remobilization for piles installation
- 4.6 Remobilization for pile chipping:
- 4.7 Any additional engineering work or additional load test
- 4.8 Transportation permit required for access to site or barge transport
- 4.9 Night shift and/or weekend shift rates
- 4.10 Short Load Fee - trucks

Per LNFT:	\$	80.00
EACH	\$	1,600.00
Per Yard:	\$	200.00
Per Hour:	\$	450.00
Price:	\$	10,000.00
Price:		TBD
Price:		TBD
Price:		TBD
Price:		TBD
Per Truck		TBD

ARTICLE 5: VALUE FOR POSSIBLE ADD-ON SERVICE (please initial) _____

- 5.1 Pile cutting or chipping - Minimum required \$1,000 (*marking of the cutoff point to be done by client*)
- 5.2 Cleanup of concrete spoils
- 5.3 Hauling / removal of concrete spoils
- 5.4 Bending bars or hooks on top of piles
- 5.5 Load Test (if required)
- 5.6 Soil Mixing

Per LNFT:	\$	35.00
Per Pile:	\$	25.00
Per Pile:	\$	25.00
Per Bar:	\$	20.00
Price:		TBD
Per Pile:	\$	50.00

ARTICLE 6: PAYMENTS AND CONDITIONS (please initial) _____

- 6.1 Final payment including any retainage is due within 15 days of job completion.
Payments not received within the terms described above shall accrue interest at 1.5% per month. (ANNUAL RATE IS 18%) Engineering Logs will be released upon payment in full.



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CGC # 1517967

Proposal # 17-102-0

- 6.2 Construction Lien will be filed automatically after 45 days from the last day on the job if full payment has not been received.
- 6.3 All expenses incurred as a result of non-payment, including reasonable attorney's fee and cost for filed Lien, shall be paid by the client. Venue for all legal actions shall lie exclusively in Dade County, Florida.
- 6.4 This agreement is binding between client and Florida Foundation, Corp. payment is required as described herein and not contingent on client receiving payment from project owner.
- 6.5 This proposal is subject to acceptance within 30 days and can be modified or voided thereafter at the option of Florida Foundation, Corp.
- 6.6 Facsimile of this contract shall be deemed a valid counterpart of the original.
- 6.7 10% (percent) over base bid will be added for company or party who wishes to hold retainer.
- 6.8 All work is to be done in a continuous uninterrupted operation any holding period will be billed accordingly as per article 4.5 of this agreement.
- 6.9 Add on services are subject to revision and approval of Florida Foundation. Some changes in prices and conditions may take place depending on site conditions, equipment availability or accessibility to site.

IMPORTANT NOTE

- *Pricing provided is our minimum charge
- *If any piles are deducted, price will not change
- *Discount cannot be provided because this is our minimum charge
- *Concrete strength was not provided at time of bidding
- *Soil Report received does not recommend auger cast piles
- *Lift Station No. 50 does not require any auger cast piles
- *Per Jake Hurley, the site grade elevation is +3



TERMS AND CONDITIONS (please initial) _____

WORK: Florida Foundation, Corp. ("Florida Foundation") agrees to perform the work described herein and furnish such materials, equipment and labor as specified within the scope of its work outlined herein and unless otherwise specified, as is customary. Client acknowledges that it has supplied to Florida Foundation all applicable documents, plans, and specifications necessary for completion of Florida Foundation's work. To the extent of any conflict between the terms for Florida Foundation's work and the terms of the Client's work for the Owner of the site and/or project, then the terms most favorable to Florida Foundation will prevail. Client agrees to provide timely notice to Florida Foundation of any site conditions which may impact Florida Foundation's ability to perform described work. It is the Client's responsibility to keep Florida Foundation informed of all changes in plans in which affects their scope of work. As-builts are to be performed by client, as soon as piles have been completed, copy of as-builts should be provided to Florida Foundation promptly to address any possible remedial work if not provided, client assumes responsibility.

DELAYS: Client shall be responsible for any delay, interference or extra cost with respect to Florida Foundation's work which is the result of Client or any and all third parties; Florida Foundation shall be entitled to both an extension of time to complete its work and issuance of a change order noting a prorated increase in the amount due to Florida Foundation.

MODIFICATIONS: Any modifications or changes to agreed-upon work must be in writing and signed by authorized representatives of both parties.

WAIVER: Failure of Florida Foundation to insist upon strict compliance with any of these terms and conditions, or to exercise any options provided for in the work documents, shall not be construed to be a waiver or relinquishment of Florida Foundation's right to thereafter require compliance with these terms and conditions or to thereafter exercise such option.

PAYMENT: Client agrees to make timely payments to Florida Foundation as called for herein. It is understood and agreed that net pay when paid provision, if applicable to Florida Foundation's work, shall be interpreted as establishing a reasonable time for payment and shall not negate Florida Foundation's construction lien rights. If payments are not made when due, Client agrees that Florida Foundation may cease its work until satisfactory payment arrangement have been made. Florida Foundation reserves the right to charge a service fee of 1.5% per month for late payments. In the event of any action taken, with or without suit, to enforce Florida Foundation's rights under this agreement, the Client shall be liable for all costs, including Florida Foundation's reasonable attorney fees. Exclusive venue for any action shall be a court competent jurisdiction in Miami-Dade County, Florida, except in those instances where the action is one to enforce a lien recorded in a different jurisdiction.

WARRANTY: Florida Foundation agrees that its work shall conform with the specifications, plans and other applicable documents timely provided to it but shall be subject to field conditions beyond its control. Except as specifically provided herein, Florida Foundation provides no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose or use. Florida Foundation will not be responsible for any special, incidental or consequential damages and any claim against Florida Foundation or its agents, officers, and employees shall be limited to the replacement value of its work and only as to the extent such work is found to be defective. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for Florida Foundation's own negligence.

TERMINATION: Florida Foundation may terminate its work and this agreement at any time the Client has defaulted or at any time conditions beyond Florida Foundation's control, including force majeure events, interfere with or adversely impact Florida Foundation's ability to perform. The costs of any materials ordered by Florida Foundation pursuant to this agreement and prior to termination shall be paid by Client, if such orders are unable to be cancelled. Labor performed and materials installed up to termination date shall be paid by Client to Florida Foundation as indicated herein.

INDEMNIFICATIONS: If any claim is made for damage or injury including death, Client agrees to indemnify and hold Florida Foundation harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that Florida Foundation may sustain when such claim is directly or indirectly based or related to Client's or agents' contractors' or employees' grossly negligent, intentional or wrongful acts or omissions.

AUTHORITY: It is understood and agreed that the person signing and initialing on behalf of the Client has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind the Client.



www.flfoundations.com - estimate@flfoundations.com
Phone: 305-912-PILE (7453) - Fax: 786-621-5805
CGC # 1517967

Proposal # 17-102-0

ARTICLE 7: BASE BID PROPOSAL & ACCEPTANCE (please initial) _____

We extend our sincerest gratitude for accepting our submittal, Florida Foundation understands you have other options and appreciate the opportunity to quote this project for you. Please feel free to contact us with any questions at the above contact information.

Pile Installation	\$	16,000.00	
Load Test (Compression)	\$	-	Not Included
Load Test (Tension)	\$	-	Not Included
Load Test (Lateral)	\$	-	Not Included
Chipping	\$	-	Not Included
Clean-up	\$	-	Not Included
Removal	\$	-	Not Included
Bending bars	\$	-	Not Included
Short Load Fee	\$	-	Not Included

TOTAL BASE: \$ 16,000.00 (Minimum charge, even if pile count is reduced)

DEPOSIT REQUIRED: 30% \$ 4,800.00
AT COMPLETION: 70% \$ 11,200.00

Authorized by:

Signed this _____ Day of _____, 2017 _____
Charles De La Rosa/Sales Representative

ACCEPTANCE OF CONTRACT: the above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined herein.

Client/Company: Wharton-Smith Inc.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Perry, Troy

From: F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>
Sent: Wednesday, May 03, 2017 12:47 PM
To: King, Bruce C.; Don Eckler (eckler@ecklerengineering.com)
Cc: Mark Drummond
Subject: FW: Work Directive No. 2
Attachments: RBLS10 50 WorkDirectiveNO-02.pdf

Importance: High

Bruce—below is an email that I received from the Project Engineer advising that he intends to issue a work directive authorizing Wharton Smith to spend an additional \$6,000 above its bid but within the contingency to complete the scope of work relating to installation of auger cast piles at LS 10. The work directive is attached and explains the circumstances resulting in the issuance of the work directive. Please let me know if you have questions. Best, Malcolm

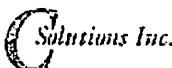
F. Malcolm Cunningham, Jr., Esquire
The Cunningham Law Firm, P.A.
400 South Australian Avenue
Suite 700
West Palm Beach, FL 33401
(561) 833-6400 - Office
(561) 833-6558 - Facsimile

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From: Mark Drummond [mailto:mdrummond@csolutions-us.com]
Sent: Tuesday, May 02, 2017 1:32 PM
To: F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>
Cc: tperry@rivierabch.com; Leighton Walker, P.E. (Lcwalker@Rivierabch.com) <Lcwalker@Rivierabch.com>
Subject: Work Directive No. 2
Importance: High

Malcolm,
Per our discussion, here is Work Directive No. 2. I have copied Mr. Perry on this email. Please confirm that the process looks in order and that we may proceed.
As stated in the Work Directive the monies would come of the Construction Contingency.

Best regards,

 CSolutions Inc. [Redacted]
[Redacted]

Mark

Mark Drummond, P.E., BCEE
4152 W. Blue Heron Blvd. # 225
Riviera Beach, FL 33404

Perry, Troy

From: F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>
Sent: Wednesday, May 03, 2017 3:13 PM
To: Mark Drummond
Cc: Perry, Troy; Walker, Leighton C
Subject: RE: Work Directive No. 2

Mark—the process looks fine. I have advised the surety how you are proceeding. I recommend that you proceed. Best, Malcolm

F. Malcolm Cunningham, Jr., Esquire
The Cunningham Law Firm, P.A.
400 South Australian Avenue
Suite 700
West Palm Beach, FL 33401
(561) 833-6400 - Office
(561) 833-6558 - Facsimile

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From: Mark Drummond [mailto:mdrummond@csolutions-us.com]
Sent: Tuesday, May 02, 2017 1:32 PM
To: F. Malcolm Cunningham, Jr. <fmcunni@cunninghamlaw.com>
Cc: tperry@rivierabch.com; Leighton Walker, P.E. (Lcwalker@Rivierabch.com) <Lcwalker@Rivierabch.com>
Subject: Work Directive No. 2
Importance: High

Malcolm,

Per our discussion, here is Work Directive No. 2. I have copied Mr. Perry on this email. Please confirm that the process looks in order and that we may proceed.

As stated in the Work Directive the monies would come of the Construction Contingency.

Best regards,

 *Solutions Inc.* [Redacted]
[Redacted]

Mark

Mark Drummond, P.E., BCEE
4152 W. Blue Heron Blvd. # 225
Riviera Beach, FL 33404
www.csolutions-us.com

RESOLUTION NO. 02-17 UD

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.

WHEREAS, the prior contractor for this Project, Close Construction, LLC was terminated by the DISTRICT before Work (as defined in contract) was completed. Close's Surety, Hartford Fire Insurance Company, through its engineer, Donald A. Eckler of Eckler Engineering, Inc., issued an invitation to bonds for the completion of the Work (as defined herein) (Surety's Claim Number 564558348) (hereinafter the "IFB"); and

WHEREAS, the Contractor, Wharton Smith submitted a bid in response to the IFB; and

WHEREAS, the Contractor, Wharton Smith bid submittal for Lift Station 10 and 50 was \$1,857,730 which included an allowance of \$200,000 that can be used for permit fees and unknown equipment or materials, subject to the approval of the District, which is based on the price(s) in the Bid Form; and

WHEREAS, the District desires to accept Contractor's bid; and

WHEREAS, the District finds awarding IFB to the contractor as described herein serves a valid public purpose; and

WHEREAS, the award to Wharton Smith, Inc. will allow the completion of Lift Station 10 and 50.

RESOLUTION NO. 02-17 UD
PAGE 2

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA, AS FOLLOWS:

SECTION 1: The Utility Special District Board approves the contract with Wharton Smith, Inc. in the amount not to exceed \$1,857,730 for the quoted construction service of Lift Station 10 and 50.

SECTION 2: The Contractor shall complete all Work as specified or indicated in the Contract Documents.


SECTION 2: The District Finance Director is authorized to make payment to the Contractor as approved by the project engineer and the utility engineer.

SECTION 4: This resolution shall take effect upon its passage and approval by the District Board.

PASSED AND ADOPTED this 25th day of January, 2017.

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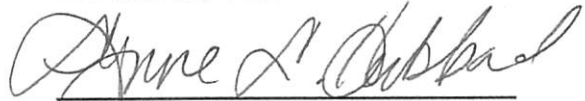
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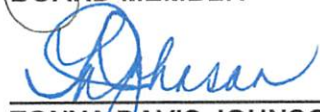

TERENCE D. DAVIS
CHAIRPERSON

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: D. PARDO

SECONDED BY: K. MILLER-ANDERSON

T. DAVIS AYE

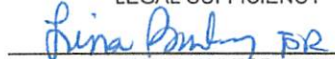
K. MILLER-ANDERSON AYE

L. HUBBARD AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

REVIEWED AS TO
LEGAL SUFFICIENCY


ANDREW DEGRAFFENREIDT,
DISTRICT ATTORNEY

DATE: 1/25/2017

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated and will be effective on the 25th day of January, 2017, by and between the City of Riviera Beach Utility Special District, a political subdivision of the City of Riviera Beach, Florida (hereinafter referred to as the "OWNER" or "DISTRICT") and WHARTON-SMITH, INC., a Florida corporation, whose address is 125 W. Indiantown Road, Suite 201, Jupiter, Florida 33067, hereinafter referred to as the ("CONTRACTOR").

WHEREAS, the prior contractor for this Project, Close Construction, LLC was terminated by the DISTRICT before the Work (as defined herein) was completed. Close's Surety, Hartford Fire Insurance Company, through its engineer, Donald A. Eckler of Eckler Engineering, Inc., issued an invitation for bids for the completion of the Work (as defined herein) (Surety's Claim Number 564558348) (hereinafter the "IFB"); and

WHEREAS, the CONTRACTOR submitted a bid in response to the IFB; and

WHEREAS, the DISTRICT desires to accept CONTRACTOR'S bid; and

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

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by both parties, the DISTRICT and CONTRACTOR agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The CONTRACTOR's responsibility under this Contract is to furnish all materials, labor and equipment for the Rehabilitation/Replacement of Lift stations No. 10 and No. 50 (as further described in the Contract Documents) and installation of a 6 Foot Black Chain Link Fence with 3 Strands of Barbed Wire to Match Existing Fence, as more specifically set forth in the Scope of Work, Schedule of Bid Prices consisting of the Wharton-Smith Bid Form, dated December 22, 2016, and amended letter dated December 22, 2016, to Donald A. Eckler and P.E. "Re: (IFB No. 493.14) City of Riviera Beach LS No. 10 and LS No. 50 Project Undertaking," detailed in Exhibits "A", "B" and "C", respectively. The performance of the Contract will be completed as more specifically set out in the Enclosures and in the Invitation to Bid No. 493-14, including Addendums 1 through 5, which are made a part hereof by reference (as further described in the Contract Documents).

The City's representative/liaison during the performance of this Contract shall be Troy Perry, Assistant to City Manager, telephone number 561-845-4168, email: TPERRY@rivierabch.com.

ARTICLE 2. CONTRACT PRICE.

2.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows: The amount of: One Million Eight Hundred Fifty Seven Thousand and Seven Hundred and Thirty Dollars (\$1,857,730), which includes an allowance of Two Hundred Thousand Dollars (\$200,000),

that can be used for permit fees and unknown equipment or materials, subject to the approval of the District, which is based on the price(s) in the Bid Form.

ARTICLE 3. MISCELLANEOUS.

3.1. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

3.2. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

3.3. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

3.4. 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 THE CONTRACT DOCUMENTS.

3.5. The CONTRACTOR is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision and control.

3.6. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

3.7. If the CONTRACTOR is determined to be providing services on behalf of the City, the CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the service.
- b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT CLAUDENE L. ANTHONY, CMC, CITY CLERK, TELEPHONE NUMBER 561-849-3419, EMAIL CROBINSON@RIVIERABCH.COM, OFFICE OF THE CITY CLERK, 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404.

3.8. Governing Law; Consent to Jurisdiction: The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Contract Documents; and, (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

3.9. Except where specifically provided for in the Contract Documents, the CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising out of or related to delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the OWNER. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Contract Documents.

3.10. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the OWNER. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONTRACTOR and its subcontractors will assign to the OWNER all right, title and interest in and to CONTRACTOR's and/or its subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to OWNER such instruments of transfer and take such other action that OWNER may reasonably request, including, without limitation, executing and

filing, at OWNER's expense, copyright applications, assignments and other documents required for the protection of OWNER's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the project. The OWNER grants to the CONTRACTOR and its subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or its subcontractors in future projects of the CONTRACTOR or its subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or its subcontractor's own risk and without any liability to the OWNER. Any modifications made by the OWNER to any of the CONTRACTOR's or its subcontractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR or its subcontractor(s) will be at the OWNER's sole risk and without liability to the CONTRACTOR or its subcontractor(s).

- 3.10.1. The DISTRICT has SBE, MBE and Local Preference requirements that are more fully set forth in the Contract Documents that the CONTRACTOR must comply with. Failure to comply with said requirements may be grounds for termination.
- 3.11. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 3.12. The WHEREAS clauses set forth at the outset of the Standard Form of Agreement are incorporated herein as true and correct statements.

ARTICLE 4. CONTRACT DOCUMENTS.

Upon execution by the OWNER AND CONTRACTOR, this Standard Form of Agreement shall be and is considered part of the Contract Documents. The Contract Documents which comprise the entire agreement between OWNER AND CONTRACTOR concerning the Work consist of the following:

- 4.1 Executed Change Orders, Work Directives, or other authorized changes to the Contract Documents executed after the execution of this Standard Form of Agreement.
- 4.2 Executed Standard Form of Agreement.
- 4.3 The General Conditions.
- 4.4 DISTRICT'S ISSUED Notice of Award and Notice to Proceed.
- 4.5 Addenda issued to the Invitation to Bid and Instructions to Bidders.
- 4.6 The Invitation to Bid, Instructions to Bidders, all attachments to the Instruction to Bidders; and Appendix A and Appendix B.
- 4.7 Technical Specifications/Drawings/Plans
- 4.8 Issued Permits for the Work.


- 4.9 The CONTRACTOR's Certificate of Insurance; Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable).
- 4.10 CONTRACTOR's Bid and all required submittals.
- 4.11 CONTRACTOR's submittals after Work has commenced.
- 4.12 Any other documents otherwise incorporated in the Contract Documents by reference.

There are no Contract Documents other than those listed above in this Article 4. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions. In the event of a discrepancy or conflict in the Contract Documents, the above order of precedence for the Contract Documents will govern the interpretation of the Contract Documents after award with those Contract Documents identified in paragraph 4.1 taking precedence over all other Contract Documents.

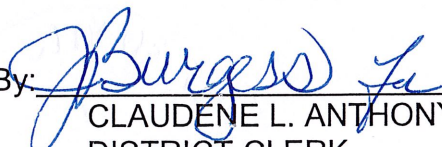
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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have caused this Standard Form of Agreement to be executed the day and year shown below.


CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: 
TERRENCE DAVIS, UTILITY DISTRICT
CHAIRPERSON

ATTEST:

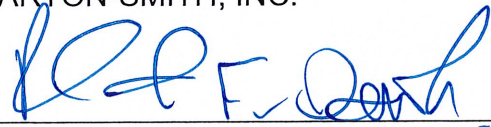
By: 
CLAUDENE L. ANTHONY, CMC
DISTRICT CLERK

Approved as to legal sufficiency:

By: 
ANDREW DEGRAFFENREIDT, III
DISTRICT ATTORNEY

Date: 2/08/17

CONTRACTOR: WHARTON-SMITH, INC.

By: 

Print Name: Ronald F. Davoli

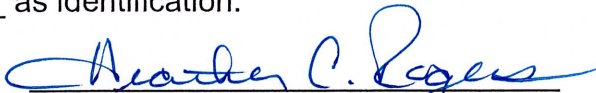
Title: President/CEO

[Corporate Seal]

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 31st day of January, 2017, by Ronald F. Davoli, as President/CEO of Wharton-Smith, 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:



Print Name: Heather C. Rogers

My commission expires: 08/27/17



EXHIBIT "A"

SCOPE OF WORK

REPLACEMENT/REHABILITATION LIFT STATIONS #10 AND #50

Furnish all materials, labor and equipment for the completion of the Rehabilitation/Replacement of Lift Station #10 and # 50, as specified in the drawings and specifications prepared by C Solutions Inc., as part of the Bid No. 49314 package (and installation of a 6 Foot Black Chain Link Fence w/3 Strands of Barbed Wire to match existing fence).

EXHIBIT "B"

SCHEDULE OF BID PRICES

**REHABILITATION REPLACEMENT
LIFT STATION NO. 10 AND NO. 50
REF: BID 493-14**

Wharton-Smith Bid Form Dated December 22, 2016

BID FORM

BID DATE: Thursday, December 22, 2016

TIME: 10:00 A.M.

PROJECT IDENTIFICATION

Project Name: Completion of LS 10 and LS 50, Riviera Beach, FL

Surety's Claim Number: 564558348

THIS BID IS SUBMITTED TO

SURETY: The Hartford

Address: c/o Eckler Engineering, Inc.

4700 Riverside Drive, Suite 110

Coral Springs, Florida 33067

BIDDER

Name: Wharton-Smith, Inc.

Address: 750 Monroe Road, Sanford, FL 32771

Local: 125 W. Indiantown Road, Ste. 201, Jupiter, FL 33458

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name: Greg Williams, Division Manager

Telephone Number: (561) 748-5956

DATE: December 22, 2016

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of The Hartford Completion Agreement. BIDDER shall submit Payment bonds within fifteen (15) calendar days after Notice of Award is issued by SURETY.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and all data provided by SURETY and Eckler Engineering.
 - B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - C. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

D. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price.

E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over SURETY.

4. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.

5. Lump Sum Bid:

a. All Work for LS 10	\$ <u>475,625</u>
b. All Work for LS 50	\$ <u>1,182,105</u>
c. Allowance for Permit Fees, Unknown Equipment or Materials	\$ <u>200,000.00</u>

Total of Items 1 through 3 listed above. \$ 1,857,730

ONE MILLION EIGHT HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED THIRTY
(Written)

6. Provide an explanation of any exceptions or conditions of the Bid.

Please see attached letter.

7. Number of days for completion:

Substantial - 180 days / final - 210 days

8. The CONTRACTOR shall submit a detailed price breakdown to the ENGINEER at the preconstruction conference. The price breakdown as reviewed and agreed upon by the CONTRACTOR, ENGINEER and SURETY shall be used for preparing future estimates for partial payments to the CONTRACTOR, and shall list the major items of the work and a price for each item. The price for items where materials are required and installation labor should be broken into the two components. Price breakdown shall be by Specification Section for each area of the project. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the

review of the ENGINEER, and the CONTRACTOR may be required to verify the prices for any or all items.

9. At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

Date of Planned submittal.

Date of anticipated receipt of review (usually three weeks after submittal).

Delivery lead time.

Anticipated installation date.

10. If BIDDER is:

An Individual N/A

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership N/A

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Wharton-Smith, Inc. _____

(Corporation Name)

Florida

(State of Incorporation)

By  _____

(Name of Person Authorized to Sign)

Ronald F. Davoli, President/CEO

(Title)

(Corporate Seal)

Attest  _____

(Secretary) Devon A. Lewis, Corporate Secretary

Business address: 750 Monroe Road, Sanford, FL 32771

Phone No.: (407) 321-8410

A Joint Venture N/A

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION

EXHIBIT “C”

Wharton Smith, Inc., Amended Letter Dated December 22, 2016 To
Donald A. Eckler P.E., Eckler Engineering, Inc. “Re: (IFB No. 493.14)
City of Riviera Beach LS No. 10 and LS No. 50 Project Undertaking”



December 22, 2016

Donald A. Eckler, P.E.
Eckler Engineering, Inc.
4700 Riverside Drive
Suite 110
Coral Springs, FL 33067

Re: (IFB No. 493.14) City of Rivera Beach LS No.10 and LS No. 50 Project Undertaking

Mr. Eckler:

Wharton Smith received a letter dated November 2, 2016 from Cunningham Law Firm requesting our participation in providing a competitive bid to undertake the completion of the referenced project. Subsequently, Eckler Engineering contacted us on behalf of the Hartford group with the same request.

In response to these requests, we contacted Mr. Mark Drummond of C Solutions to provide access to both sites in order to perform a preliminary assessment of project status. On Thursday November 10, 2016, myself along with other representatives from Wharton Smith visited both sites and reviewed the current construction status against the requirement of the contract documents. A representative from Wharton Smith attended another site visit/meeting organized by Eckler Engineering on November 22, 2016. Based on these meetings, our findings are as follows:

LS No. 10:

During the brief inspections of the site we tried to determine which portions of the project scope of work had been successfully completed to date, work performed but requires rework, and work not yet completed:

Work Assumed to have been Successfully Completed:

- Sheet C-4, By-Pass Pumping Stage 1. However, the "Discharge Valve Vault" has not been installed and therefore not being utilized as part of the system, as intended.
- Sheet C-5, flow channels reformed inside existing manhole
- Sheet C-4, All underground piping within Park Avenue.
- Sheet C-6, Demolition of existing yard piping as identified
- Sheet M-1, Demolition of existing lift station #10 mechanical components as identified.
- Sheet S-02, Demolition of existing lift station #10 structural components as identified.
-

Work Performed but Requires Rework:

- Sheet S-03, Installation of five (5) Auger Cast Piles. Four (4) underneath the location of the new Valve Vault and one (1) underneath the location of the new Retaining Wall. However, the installations are currently in conflict with an "existing abandoned underground structure" identified under Note 2 on sheet C-5 to be located in order to facilitate construction of the new work. Therefore, these pile may need to be removed and replaced in order to resolve the conflict.

LS No. 50:

During our brief inspection of the site, we recognized that there is an abundance of material and equipment onsite (some stored; some installed). We again tried to assess which portions of the work had been successfully completed, installed but requires some rework, and work that has yet to be completed. Given the extent of the scope and requirements, a more detail assessment, inventorying, and testing of the materials/equipment currently onsite will be required. Wharton Smith assumes that the established bid allowance will be utilized to purchase or correct any missing and/or damaged material/equipment.

Work Assumed to have been Successfully Completed:

- Sheets S-08 thru S-10, Office/Electrical Building appears to be fully constructed with the exception of some minor finishes
- Sheet M-04, Pump Area Slab. However, it was constructed prior to the installation of the precast "Security Wall", which will require some rework/slab modifications
- Sheet M-04, Emergency Generator is set in place
- Sheet M-04, Pumps 1 thru 4 have been set.
- Sheet M-07, Onsite Lift Station has been set
- Electrical switchgear is onsite and installed
- Seal water systems onsite and installed

Work Performed but Requires Rework:

- Sheet S-12, Pump Area Slab will require some modifications to facilitate installation of the precast Security Wall
- Sheet S-07, Pump Bases require extension in order to reposition Pumps 1 thru 4
- Sheet S-07, Pipe Support reinforcement modifications
- Sheet M-04, Pumps 1 thru 4 need to be repositioned due to misalignment
- Sheet M-04, Flanged Ductile Iron Piping will require repositioning due to misalignment

All subcontractor pricing included with our bid was supplied by Eckler Engineering; any pricing not supplied is not included within our proposal and will need to be added (if necessary) at a later date.

Wharton Smith does not offer any warranties of or guaranties as to the previous contractor's work, the Project Status or the portion or percentage of work currently complete.

In order to complete the project in the most efficient and economical manner, the completion durations provide on the bid form are estimates based solely on the utilization of our own skilled craft work force to perform the work. Wharton Smith will work with the city's Apprenticeship Program to minimize the impact of time and costs to the project.

We appreciate being given the opportunity to assist the City and Hartford with this sensitive issue and would welcome the opportunity to help provide closure to this project.

Respectfully,



Gregory L. Williams
South Florida – Water/Wastewater Division Manager

125 W Indiantown Road, Suite 201, Jupiter, FL 33458 | Phone: (561) 748-5956 | Fax: (561) 748-5958

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Deborah Ann Murray, Christine A Morton, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of June, 2016.



WESTERN SURETY COMPANY

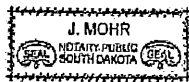
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of February, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

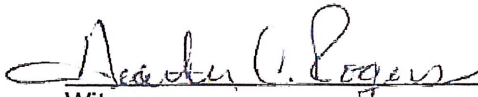
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

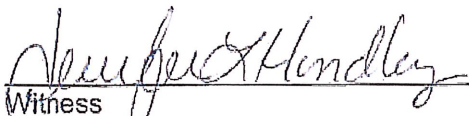
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.



Witness

Heather C. Rogers

Print name



Witness

Jennifer L. Hindley

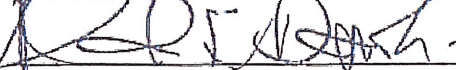
Print name

Wharton-Smith, Inc.

Principal (Seal)

Ronald F. Davoli

Print name



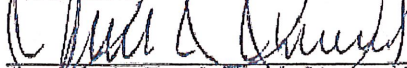
Title President/CEO

Western Surety Company

Surety (Seal)

April L. Lively

Print name



Attorney-in-Fact & Florida Licensed Resident Agent

Inquiries: (407) 834-0022

Bond No. 30000105

Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

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

as Obligee, herein called District, for the use and benefit of claimant as herein below defined, in the amount of One Million Eight Hundred Fifty Seven Thousand Seven Hundred Thirty And 00/100 Dollars (\$1,857,730.00)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated January 25, 2017, entered into a contract with the District for

Rehabilitation/Replacement Lift Station No. 10 and No. 50
IFB 493-14

Project Description: Rehabilitation/Replacement Lift Station No. 10 and No. 50

Project Location: Riviera Beach, FL 33404

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: C-Solutions, Inc.
Location of Firm: 4152 W. Blue Heron Blvd. #1114, Riviera Beach, FL 33404
Phone: (561) 244-9480
Fax: N/A

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated January 25, 2017, between Principal and District for the design and construction of **IFB 493-14 Rehabilitation/Replacement Lift Station No. 10 and No. 50** the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays District all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that District sustains because of a default by Principal under the contract; and

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 30000105

BOND AMOUNT: \$1,857,730.00

CONTRACT AMOUNT: \$1,857,730.00

CONTRACTOR'S NAME: Wharton-Smith, Inc.

CONTRACTOR'S ADDRESS: 750 Monroe Road
Sanford, FL 32771

CONTRACTOR'S PHONE: (407)321-8410

SURETY COMPANY: Western Surety Company

SURETY'S ADDRESS: P.O. Box 5077
Sioux Falls, SD 57117

SURETY'S PHONE: (800)331-6053

OWNER'S NAME: RIVIERA BEACH UTILITY DISTRICT

OWNER'S ADDRESS: 600 West Blue Heron Boulevard
Riviera Beach, FL 33404

OWNER'S PHONE: (561) 845-4185

DESCRIPTION OF WORK: REHABILITATION/REPLACEMENT LIFT STATION NO. 10 AND
NO. 50

PROJECT LOCATION: Riviera Beach, FL 33404

LEGAL DESCRIPTION: PCN #'s LS-10: 56-43-42-27-03-014-0010; LS-50:
56434231160000010

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the District conditioned on the full and faithful performance of the

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

Meeting Date: 5/16/2017

Agenda Category:

Subject: UPDATE ON TOWN OF PALM BEACH SHORES WATER MAIN BREAK

Recommendation/Motion:

Originating Dept	UTILITY DISTRICT	Costs
User Dept.	UTILITY DISTRICT	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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

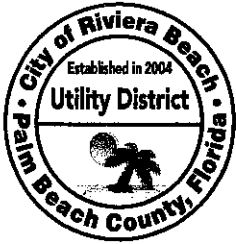
Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
5_04_17_Carlos_Mesa.pdf	PERFECT UNDERGROUND CONSTRUCTION	5/8/2017	Backup Material
Invoice.docx	CRB INVOICE	5/8/2017	Backup Material
5_04_17_Cost_to_Repair.pdf	COST TO REPAIR	5/8/2017	Backup Material
5_01_17_sEACOAST_uTILITY.pdf	SEACOAST UTILITY INVOICE	5/8/2017	Backup Material
5_03_17_cAPZER.pdf	CAPZER PHARMACEUTICALS	5/8/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	5/9/2017 - 7:20 AM
City Manager	Monroe, Luecinda	Approved	5/10/2017 - 12:54 PM



CITY OF RIVIERA BEACH UTILITY DISTRICT

600 W. BLUE HERON BLVD.
TELEPHONE (561) 845-4185

RIVIERA BEACH, FL 33404
FAX (561) 840-7292

May 4, 2017

Mr. Carlos Mesa, Owner
Perfect Underground Construction, LLC
7905 NW 64th Street
Miami, Florida 33166-2723

Dear Mr. Mesa:

On Thursday, April 20, 2017, the Riviera Beach Utility District staff received a call from a representative of your company regarding water leaking from the ground. Utility District staff responded to 2401 Park Avenue in the Town of Palm Beach Shores to investigate. Upon arrival we discovered your company damaged a water main during the process of installing a 4" cable line by jacking and boring in the right-a-way on Park Avenue. Based on our investigation it was determined that an 8" inch water main was damaged in two places during the boring process.

As a result of the damaged water mains, the Utility District incurred additional personnel, equipment and supply costs including the issuance of a boil water order for all of Singer Island and the Town of Palm Beach Shores. In addition, the Utility District was required to purchase water through an interlocal agreement from a local agency to ensure we could continue to supply water to our customers located throughout the community while we replenish our water storage supply.

On Wednesday, April 26, 2017, during your meeting with Mr. Leighton Walker, the Utility Engineer, he provided you with an overview of the incident and you agreed that the water main was accurately marked after reviewing photographic evidence that was provided by the Utility District. Afterwards, you agreed that your staff damaged the water mains during the boring process. As noted during the discussion, the Utility District is requesting reimbursement for all costs associated with mitigating this incident. While we understand that incidents of this nature may occur from time to time, it's important that we safe guard and remain prudent when managing the financial resources of our citizens.

Attached please find an invoice with a breakdown of the costs for services rendered. The Utility District is requesting reimbursement for all associated cost.

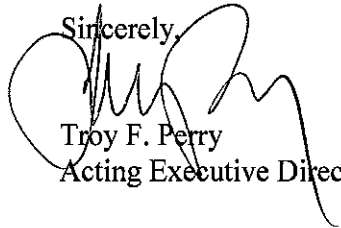
Please remit your payment of \$18,178.89 in full to:

Riviera Beach Utility District
800 West Blue Heron Boulevard
Riviera Beach Florida 33404

Mr. Carlos Mesa, Owner
May 4, 2017
Page 2

Should you have any questions or concerns please contact my office at 561-845-4185.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy F. Perry', is written over the word 'Sincerely,'.

Troy F. Perry
Acting Executive Director of Utilities

C: Jonathan Evans, City Manager
Andrew Degraffenreidt, City Attorney
Randy Sherman, Director of Finance and Administrative Services
Maria Sullin, Risk Manager
Department file

City of Riviera Beach
Utility Special District
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Tel 561-845-4185 Fax 561-840-7292



INVOICE #5042017

5.4.2017

BILL TO	SHIP TO	SERVICE LOCATION
[Street Address] [City, ST ZIP Code]	Same as recipient	2401 Park Avenue Riviera Beach, FL 33404

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Purchase water - Seacoast Utility Authority	6,939.41	6,939.41
1	Equipment - April 20, 2017	2,512.50	2,512.50
1	Manpower - April 20, 2017	2,069.65	2,069.65
1	Equipment - April 21, 2017	2,120.00	2,120.00
1	Manpower - April 21, 2017	2,392.33	2,392.33
1	Materials - April 21, 2017	2,145.00	2,145.00

SUBTOTAL 18,178.89

SALES TAX

SHIPPING & HANDLING

TOTAL DUE BY [SELECT DATE] 18,178.89

Thank you for your business!

City of Riviera Beach
Utility Special District
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Tel 561-845-4185 **Fax** 561-840-7292



INVOICE #5042017

5.4.2017

BILL TO

SHIP TO

SERVICE LOCATION

[Street Address]
[City, ST ZIP Code]

Same as recipient

2401 Park Avenue
Riviera Beach, FL 33404

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Purchase water - Seacoast Utility Authority	6,939.41	6,939.41
1	Equipment – April 20, 2017	2,512.50	2,512.50
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1	Materials – April 21, 2017	2,145.00	2,145.00

SUBTOTAL 18,178.89

SALES TAX

SHIPPING & HANDLING

TOTAL DUE BY [SELECT DATE] 18,178.89

Thank you for your business!

UTILITY SPECIAL DISTRICT
600 W. BLUE HERON BLVD, RIVIERA BEACH, FL 33404
PHONE: 561-845-4185 FAX: 562-840-7292



UTILITY DISTRICT WATER DIVISION COST REPAIR FORM

Date: April 20, 2017

Address: 2401 Park Avenue

Supervisor: Sylvester Johnson

RE: Repair 8" Water Main

PERSONNEL	NUMBER OF EMPLOYEES	REGULAR HOURS	REG. RATE	OVERTIME HOURS	O/T RATE	TOTAL LABOR
W/S Systems Superintendent	1		\$34.16	5	\$51.25	\$256.25
Assistant W/S Superintendent			\$27.85			
Chief Mechanic	2		\$21.99	11.5	\$32.98	\$379.27
Senior Maintenance Mechanic	2		\$19.38	15.5	\$29.07	\$450.58
Maintenance Mechanic	4		\$16.60	39.5	\$24.90	\$983.55
Heavy Equipment Operator			\$19.11			
LABOR TOTAL						\$2,069.65

EQUIPMENT	AMOUNT OF EQUIPMENT	HOURS	RATE	
Backhoe	1	5	\$65.00	\$325.00
Dump Truck			\$60.00	
Service Truck	2	12.5	\$30.00	\$750.00
Vacuum Truck	1	12.5	\$95.00	\$1,187.50
TV Truck			\$80.00	
Sport Trac Pick up Truck			\$30.00	
Light Tower	1	12.5	\$20.00	\$250.00
Arrow Board			\$10.00	
Air Compressor			\$35.00	
Mini Track hoe			\$55.00	
Skid loader (Cat)			\$20.00	
Valve Machine			\$35.00	
TOTAL				\$2,512.50

MATERIALS:	COST
Pipe	
S.S. Band Clamp	
Pallet Sod	
Nipples	
Meter Box	
Misc.	

LABOR + EQUIPMENT + MATERIAL

GRAND TOTAL: **\$4,582.15**

**CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT**



600 W. BLUE HERON BLVD, RIVIERA BEACH, FL 33404
PHONE: 561-845-4185 FAX: 561-840-7292

UTILITY DISTRICT WATER DIVISION COST REPAIR FORM

Date: April 21, 2017

Address: 2401 Park Avenue

Supervisor: Sylvester Johnson

RE: Repair 8" Water Main

PERSONNEL	NUMBER OF EMPLOYEES	REGULAR HOURS	REG. RATE	OVERTIME HOURS	O/T RATE	TOTAL LABOR
W/S Systems Superintendent	1	4	\$34.16			\$136.64
Assistant W/S Superintendent	1	6	\$27.85			\$167.10
Chief Mechanic	2	7	\$21.99			\$307.86
Senior Maintenance Mechanic	3	7	\$19.38			\$406.98
Maintenance Mechanic	11	7	\$16.60			\$1,278.20
Heavy Equipment Operator	1	5	\$19.11			\$95.55
LABOR TOTAL						\$2,392.33

EQUIPMENT	AMOUNT OF EQUIPMENT	HOURS	RATE	
Backhoe	1	5	\$65.00	\$325.00
Dump Truck	1	5	\$60.00	\$300.00
Service Truck	4	5	\$30.00	\$600.00
Vacuum Truck	1	5	\$95.00	\$475.00
TV Truck			\$80.00	
Sport Trac Pick up Truck	2	7	\$30.00	\$420.00
Light Tower			\$20.00	
Arrow Board			\$10.00	
Air Compressor			\$35.00	
Mini Track hoe			\$55.00	
Skid loader (Cat)			\$20.00	
Valve Machine			\$35.00	
TOTAL				\$2,120.00

MATERIALS:	COST
Pipe	
S.S. Band Clamp - 8" Band Clamps O.D. Size 9.27" to 9.67" for \$155.00 each	\$310.00
Pallet Sod 2 - Pallets of Grass for \$215.00	\$215.00
Nipples	
Meter Box	
Misc. (Lab testing of water samples) 33 water samples tested including trip charges to lab	\$1,620.00
TOTAL	\$2,145.00
GRAND TOTAL:	\$6,657.33

41308184011910000693941



Seacoast Utility Authority

CUSTOMER RELATIONS: PHONE (561) 627-2920
4200 HOOD ROAD, PALM BEACH GARDENS, FLORIDA 33410-2174

IF DIFFERENT FROM AMOUNT DUE,
INDICATE AMOUNT PAID.

\$ _____
TOTAL AMOUNT DUE
\$6,939.41

Account Number 41308184
Customer Number 011910
Bill Date 5/1/2017

Entire Bill Now Due:
Current Charges Past Due
After:

May 22, 2017

CITY OF RIVIERA BEACH
ATTN: WATER TREATMENT PLANT
600 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404-4328

Duplicated Statement

Visit www.sua.com and "Like" us on facebook to receive up to date notification on important Utility info. To pay bill call 1-888-473-4611 or visit our web site. Have your account and customer numbers ready. We accept Visa, Master Card, Discover.

PLEASE BRING ENTIRE BILL OR RETURN TOP PORTION WITH CHECK

SERVICE LOCATION
MILITARY TR/INTERCONNECT

Account Number 41308184
Customer Number 011910
Bill Date 5/1/2017
Entire Bill Now Due:
Current Charges Past Due
After:
Service Location
MILITARY TR/INTERCONNECT

May 22, 2017

Billing Summary

Meter #	Prev. Date	Curr. Date	Days	Prev. Read	Curr. Read	Usage	Read Status	Units
1255355	04/21/17	04/23/17	2	2928982	310245	1735	Regular	Gallons (Thousands)

Account Summary		Amount
Date	Transaction	
July 27, 2016	Previous Balance	\$8,954.61
August 15, 2016	Payment - Thank you	\$8,954.61CR
	Balance forward:	\$0.00
		\$6,939.41
May 1, 2017	Water Charge - Non-Residential	
	Current Charges:	\$6,939.41
	Total Balance:	\$6,939.41

A late fee of \$1.00 or 1.5% (whichever is greater) will be assessed on the current charges if payment is not received by the due date which appears on this statement.

****Avoid unnecessary late fees, please pay on time.***

Account Number 41308184

CUSTOMER RELATIONS: PHONE (561) 627-2920
NIGHT/WEEKEND/HOLIDAYS: PHONE (561) 627-2929 OR 622-3454

FAX: (561) 624-2839
WEB SITE: www.sua.com

Seacoast Utility Authority • 4200 Hood Road • Palm Beach Gardens, Florida 33410-2174
PO BOX 109602 PALM BEACH GARDENS FL 33410-9602

SEACOAST IS HERE TO SERVE YOU 24 HOURS A DAY, 7 DAYS A WEEK. IF YOU HAVE ANY PROBLEM WITH YOUR WATER SERVICE OR A SEWER BACKUP, CALL US FIRST. WE WILL ADVISE YOU OF WHAT STEPS TO TAKE IN ORDER TO RESTORE SERVICE.



Pharmaceuticals Key To Development

INVOICE

Capzer Pharmaceuticals.
3677 23rd Ave. South Suite A108
Lake Worth, FL 33461
Tel: 561-493-4000; Fax: 1-888-421-4181

DATE: MAY 3, 2017
INVOICE # RB17139
PO # N/A

TO:
Accounts Payable City of
Riviera Beach Utilities
Attn: David Danford
600 W. Blue Heron
Blvd.
Riviera Beach, FL 33404

CONTACT PERSON	SERVICE	PAYMENT TERMS (NET)	DUE DATE
A. Naim	Bacteriological Analysis on Water Samples (BWN 4/21/17-4/25/17)	Immediate	Immediate

Date Submitted	Number of samples/Name or Location	Unit Rate	Total
4/21/17	10	\$30.00/Sample	\$300.00
4/22/17	10	\$60.00/Sample (weekend double)	\$600.00
4/23/17	1 (AM)	\$240.00/Sample (weekend double**)	\$240.00
4/23/17	4 (PM)	\$60.00/Sample (weekend double)	\$240.00
4/24/17	4	\$30.00/Sample	\$120.00
4/25/17	4	\$30.00/Sample	\$120.00
** For weekend & holiday samples, minimum charge is \$240.00 per trip to lab.			
Total Due			\$1,620.00

Make all checks payable to Capzer Pharmaceuticals, thank you for your business!

Credit Cards accepted – 4% service fee will apply

Thank you for using Capzer Labs®

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

Meeting Date: 5/16/2017

Agenda Category:

Subject: ACTING DIRECTOR PROGRESS REPORT UPDATE

Recommendation/Motion:

Originating Dept	UTILITY DISTRICT	Costs
User Dept.	UTILITY DISTRICT	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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
May_UD_PROGRESS_REPORT_TROY_F__PERRY.docx	PROGRESS REPORT	5/8/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Monroe, Luecinda	Approved	5/8/2017 - 5:17 PM
Utility	Perry, Troy	Approved	5/8/2017 - 5:54 PM

PROGRESS REPORT
RIVIERA BEACH SPECIAL UTILITY DISTRICT
MAY 8, 2017

SUBMITTED BY: TROY F. PERRY

Drinking Water Quality

The Utility District is still conducting the flushing regime focusing on the western portion of the service area where chlorine residuals have been historically low. These intensive efforts allow the district to remain in compliance with water quality standards. Once all distribution system improvements are complete the flushing regime will be substantially reduced.

Significant Incident

On Thursday, April 20, 2017, the Utility District received a call of a reported water main break in the Town of Palm Beach Shores. Upon arrival it was discovered that employees from the company Perfect Underground damaged a water main during the process of installing a 4" cable line by jacking and boring in the right-of-way on Park Avenue. It was determined that an 8" water main was damaged in two places during the boring process. As a result of the water main breaks, a precautionary boil water notice was issued for Singer Island and the Town of Palm Beach Shores. The District incurred over \$18,000 in costs associated with mitigating the incident. In the aftermath of the event, the District met with Perfect Underground Construction, the company responsible for damaging the water main to advise them of the City's intent to seek restitution for all costs incurred by the District to repair the water mains and the actions taken to maintain adequate service levels throughout the City.

Wellfield Rehabilitation

The District's on-going well rehabilitation program continues to be a top priority for the District. The constant repair and maintenance of all of the drinking water well are progressing. The District has two well contractors working daily to restore full service to the entire wellfield.

Work at the Water Treatment Plant

The District secured the services of Xylem/Hudson as a vendor to purchase and install new pumps and motors at the water treatment plant. Condo Electric was also secured as the vendor to install the chem-scan unit. The company is currently designing a housing to hold the unit.

As part of the safety program, the district just received new respiratory equipment which employees will wear during an emergency resulting in a chlorine or ammonia release. The District is in the process of scheduling fit testing and breathing apparatus training.

Training

Water Treatment Plant personnel participated in scheduled training on Wednesday, May 3, 2017, conducted by University of Florida TREEO. The class was on water sampling as required by DEP and is designed to provide participants with the necessary skills to conduct proper water sampling and collection. The course included classroom and field work that allowed Utility District participants to receive actual training on the equipment and field supplies they utilize in the field daily.

Florida Rural Water Association is scheduled to conduct disinfection, chemical safety, chlorine, chloramines, and chlorine safety training on May 11 and 12, 2017. This two (2) day class is designed to provide Utility District participants with technical knowledge and practical experience related to the disinfection process that is vital to the delivery of safe drinking water to our residents and businesses.

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.
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.

Annual Water Quality Report

Staff has just completed a draft of the annual water quality report that must be submitted to the Health Department and available to the public by July 1, 2017. Staff utilized the services of Gemini Group to ensure that all elements of the report are in compliance with regulatory requirements.

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

Meeting Date: 5/16/2017

Agenda Category:

Subject: UPDATE ON ECR

Recommendation/Motion:

Originating Dept	UTILITY DISTRICT	Costs
User Dept.	UTILITY DISTRICT	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	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:

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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
ECR_AGENDA_5_10_2017.pdf	ECR AGENDA	5/8/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Perry, Troy	Approved	5/8/2017 - 5:54 PM



East Central Regional Water Reclamation Facility Board Meeting

AGENDA

Wednesday, May 10, 2017 @ 9:00 a.m.

West Palm Beach City Hall Flagler Gallery
401 Clematis Street, West Palm Beach, FL 33401

- I. Call to Order / Roll Call
- II. Approval of Minutes
 - a Approval of the April 12, 2017 ECR Board Meeting Minutes
 - b Approval of the April 17, 2017 ECR Board Meeting Minutes
 - c Approval of the April 27, 2017 ECR Board Meeting Minutes
- III. Approval of Agenda
- IV. Comments from the Public
- V. Report from Chairperson
- VI. Notification of City of West Palm Beach Approved Procurement per Procurement Protocol
 1. Notification of Executed Contract No. 18748, in the amount of \$8,900.00 for Welding Work on 4 Recirc Stations with West Palm Machining & Welding – Account No.: 470-097340-535-500-460
 2. Notification of Executed Contract No. 14844.01, Work Order #8, in an amount of \$14,652.00 for a Welding Modification of Basin 2 & 6 Aeration Valves with Welding Unlimited – Account No.: 470-097340-535-500460
 3. Notification of Executed Contract No. 15712.001, Amendment #1, in an amount Not to Exceed \$6,944.00 total for FY 17 & 18 for the Calibration of Laboratory Equipment with Trescal and a Name Change from Quality Systems Lab to Trescal – Account No.: 450-097340-536-500460
 4. Notification of Executed Contract No. 19034, with Graybar Electric for Electrical Supplies – Account No.: 470-097340-535-500460
- VII. Consent Calendar

None
- VIII. Regular Calendar
 - a Update of Biosolids Project – MWH / Hazen & Sawyer
 - b Standing Change Order Biosolids Project – City of West Palm Beach
 - 1) Approval of Contract 13891 Change Order No.28 with Poole and Kent for a contract price increase of \$26,821 to modify the water softener at the Dewatering Building
 - 2) Approval of Contract 13891 Change Order No.29 with Poole and Kent for a contract price decrease of \$21,216 to delete the insta-hot hot water heaters on the emergency showers
 - c Standing ECRWRF Aeration/Blower Action Plan – City of West Palm Beach
 - d Approval of Contract 11931 Amendment No.3 and Work Authorization No.7 with Hazen and Sawyer for the design of the Aeration Basin No.5 Rehabilitation – City of West Palm Beach
 - e Discussion of Solids Handling Options – City of West Palm Beach
 - f Discussion of the Reclaimed Water Facility Notification Protocol – City of West Palm Beach

IX. Reports of City Staff, Consultants, and Advisors

- a. Legal Report – Phil Gildan
- b. Financial Reports – In Packet
- c. Plant Operating Report – In Packet
- d. Executive Manager Report – Clifford Sanders
- e. ECR Projects Progress Report & Funding for Small and Large Engineering Firms Report – In Packet
- f. Directives – In Packet

X. Other Matters and Comments from Board Members

XI. Final Review of 2018 Budget – All Funds – City of West Palm Beach

XII. Adjournment

ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE DAYS PRIOR TO ANY PROCEEDING, CONTACT THE PUBLIC UTILITIES DEPARTMENT, 401 CLEMATIS STREET, WEST PALM BEACH, FLORIDA 33401 AT 561/494-1040.

"Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by this board, agency, or council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law."

All interested parties may appear at the above public meeting at the stated time and place to be heard with respect thereto. The meeting may be continued from time to time as may be necessary. The public record of this meeting can be examined at the City of West Palm Beach, Public Utilities: 401 Clematis Street, West Palm Beach, Florida 33401.