

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

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

**MONDAY, AUGUST 21, 2017
6:00 PM**

NOTICE

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

DISTRICT BOARD OF DIRECTORS

**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

RESOLUTIONS

END OF CONSENT AGENDA

AWARDS AND PRESENTATIONS

PUBLIC HEARINGS

REGULAR AGENDA

1. BUDGET PRESENTATION
2. RESOLUTION NO. _____ A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, RECOMMENDING THE APPROVAL OF AN AGREEMENT BETWEEN THE UTILITY SPECIAL DISTRICT AND PUBLIC RESOURCES MANAGEMENT GROUP, INC. (PRMG) TO PROVIDE UTILITY RATE AND FINANCIAL CONSULTING SERVICES FOR THE WATER TREATMENT PLANT; AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE 411-1417-536-0-3406 ACCOUNT LINE ITEM CONTRACT SERVICES – OTHER AT A NOT TO EXCEED COST OF \$41,000; AND PROVIDING AN EFFECTIVE DATE.
3. RESOLUTION NO. _____ A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA RATIFYING THE CITY MANAGER'S AUTHORIZATION FOR CUMMINS SALES AND SERVICE OF WEST PALM BEACH, FLORIDA, TO MAKE EMERGENCY BACK-UP GENERATOR REPAIRS IN THE AMOUNT NOT TO EXCEED \$30,094.29; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN (10%); AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER THE WORK HAS BEEN COMPLETED FROM ACCOUNT NO. 412-1437-5330-6405; AND PROVIDING AN EFFECTIVE DATE.
4. RESOLUTION NO. _____ A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC. OF WEST PALM BEACH, FLORIDA, BY PIGGY-BACKING ON THEIR CONTRACT WITH THE CITY OF PALM BAY FLORIDA FOR WELL, PUMP AND MOTOR REHABILITATION SERVICES; AUTHORIZING THE

CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN AMOUNT NOT TO EXCEED \$150,000 FROM ACCOUNT NO. 413-1437-5330-6304; AND PROVIDING AN EFFECTIVE DATE.

5. RESOLUTION NO. _____ A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA RATIFYING THE CITY MANAGER'S AUTHORIZATION TO EXECUTE A CHANGE ORDER WITH WHARTON-SMITH, INC. TO REPLACE the 20 INCH INFLUENT DUCTILE IRON PIPE IN THE AMOUNT NOT TO EXCEED \$36,272.00; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN (10%); AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER THE WORK HAS BEEN COMPLETED FROM ACCOUNT NO. 415-1438-535-0-6304; AND PROVIDING AN EFFECTIVE DATE.
6. RESOLUTION NO. _____ A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH SPECIAL UTILITY DISTRICT, PALM BEACH COUNTY, FLORIDA AUTHORIZING AND RATIFYING THE CREATION OF THE POSITION OF UTILITIES DIRECTOR IN ACCORDANCE WITH THE SERVICE AGREEMENT BETWEEN THE CITY AND THE SPECIAL UTILITY DISTRICT PER RESOLUTION 158-04; AND PROVIDING FOR AN EFFECTIVE DATE.

END OF REGULAR AGENDA

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

DISCUSSION AND DELIBERATION

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

7. ECR UPDATE
8. PROGRESS REPORT UPDATE

STATEMENTS BY THE DISTRICT BOARD

ADJOURNMENT

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

Meeting Date: 8/21/2017

Agenda Category:

Subject: BUDGET PRESENTATION

Recommendation/Motion:

Originating Dept	FINANCE DEPARTMENT	Costs
User Dept.	FINANCE DEPARTMENT	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

Presentation of the District's FY 2018 Budget

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:

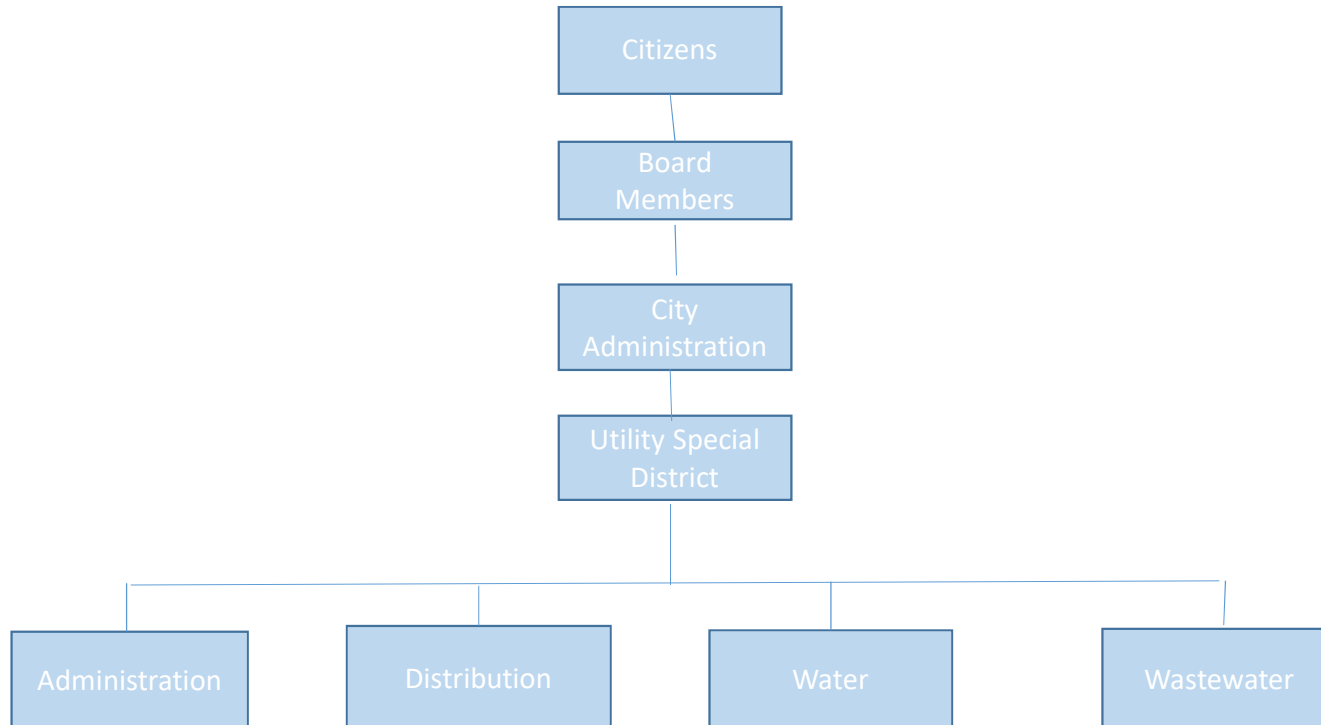
File Name	Description	Upload Date	Type
USD_FY_2018_Budget_Presentation.pdf	Budget Presentation	8/14/2017	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	8/14/2017 - 8:57 AM
Purchasing	Little, Rickey	Approved	8/14/2017 - 9:19 AM
Finance	sherman, randy	Approved	8/14/2017 - 9:25 AM
Attorney	Lina Busby, Lina	Approved	8/14/2017 - 3:45 PM
City Clerk	Burgess, Jackie	Approved	8/15/2017 - 12:03 PM
City Manager	Evans, Jonathan	Approved	8/15/2017 - 12:43 PM

Utility Special District

Utility Special District - Organizational Chart



Utility Special District– Departmental Overview

- The Utility Special District (USD) is responsible for producing and distributing safe drinking water and sewage collection throughout its service area. USD owns, operates, and maintains water and wastewater facilities that serve the corporate limits of the City of Riviera Beach, the Town of Palm Beach Shores, a portion of the City of West Palm Beach, and unincorporated Palm Beach County comprising a service area of approximately eleven square miles.
- USD's water facilities include raw water supply wells, a water treatment plant (WTP), distribution system, and storage and re-pumping facilities. The water system consists of an eastern wellfield comprising seventeen wells and a western wellfield comprising eleven wells, each of which is drilled into a surficial aquifer to provide raw water for the water system. The water system also comprises raw water distribution mains, water treatment facilities, treated water distribution mains, water storage facilities, and booster pumping facilities. USD supplies drinking water to a population of approximately 42,000. The water system consists of three treatment units drinking water to a population of approximately 42,000. The water system consists of three treatment units with permitted capacity of 17.5 million gallons per day.
- USD owns, operates and maintains wastewater facilities in generally the same service area as the water distribution system. The wastewater facilities include a gravity sewer collection system, manholes, wastewater pumping stations, and wastewater transmission piping. USD's wastewater collection and transmission system comprises approximately the same service area as the water system, as a small percentage of customers currently do not have service from both the water and wastewater systems. Such customers, however, are expected to be serviced by both systems In the future. USD's wastewater and wastewater received from the Town of Mangonia Park are conveyed to the East Central Regional Water Reclamation Facility (ECRWRf) for treatment. The ECRWRf is operated by the City of West Palm Beach, Florida but owned by the City of West Palm Beach, the City of Lake Worth, the City of Riviera Beach, the Town of Palm Beach, and Palm Beach County. The City owns 8.0 MGD of wastewater treatment and disposal capacity in the ECRWRf. The District is currently using approximately 5.0 MGD of wastewater treatment and disposal capacity, which is more than adequate to meet USD's needs.

Utility Special District– Departmental Overview

Mission Statement

Our mission is to provide the residents and businesses in the City and service areas with reliable water and wastewater utility services in an efficient manner for the well-being of the community.

FY 18 Organizational Goals

- Develop and implement preventive maintenance programs that improve water treatment process, disinfection process, improve water quality and the wastewater collection system.
- Increase employee knowledge and skill set while enabling a well trained workforce.
- Improve the department's ability to monitor critical infrastructure.

FY 18 Organizational Goals

- Completion of capital and infrastructure projects that will replace aging infrastructure and replace broken and antiquated.
 - Continue strengthen our water treatment and wastewater processes to close out the Consent Orders.

FY 18 Budget Modifications

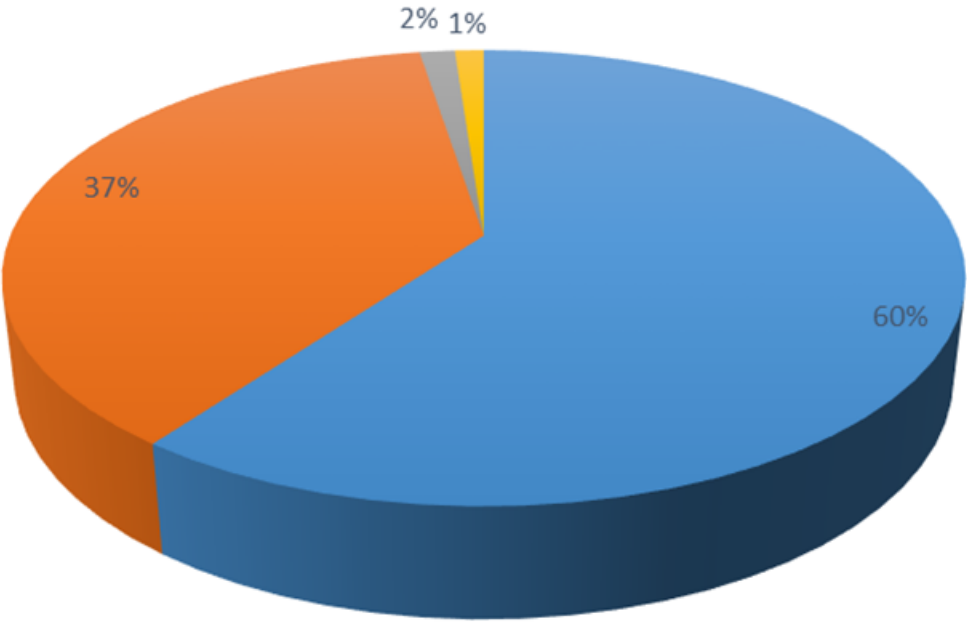
- Increase staffing at the Water Plant by hiring additional Water Plant Operators to cover evening shifts.
- Hire one property Maintenance Manager to manage the repairs and maintenance of the Water Plant and other facilities.

Utility Special District– Proposed Budget

FY 18 Proposed Budget

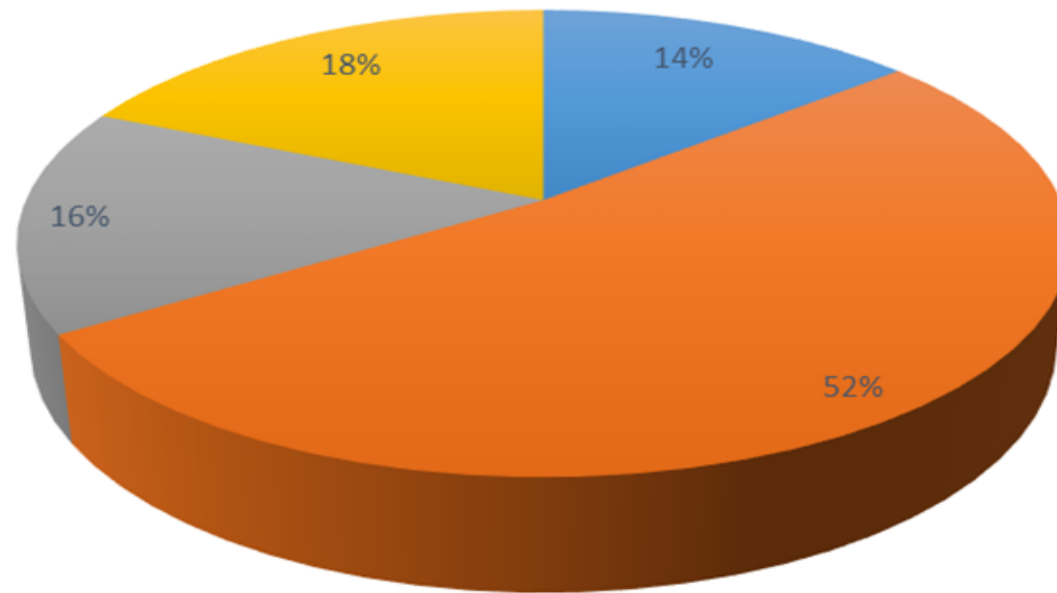
	FY 2016	FY 2017	FY 2018
Total	\$24,1790,849	\$25,663,504	\$26,7673,179
Personnel	\$ 3,523,980	\$ 4,071,277	\$ 4,371,255
Operating	15,332,740	14,838,000	15,925,423
Capital	275,000	478,225	485,500
Transfers	5,659,129	6,276,002	5,891,001
Staffing	52	52	59

USD Revenues by Category



■ Water System ■ Wastewater System ■ Investment Income ■ Other Charges for Services

USD Expenses by Category

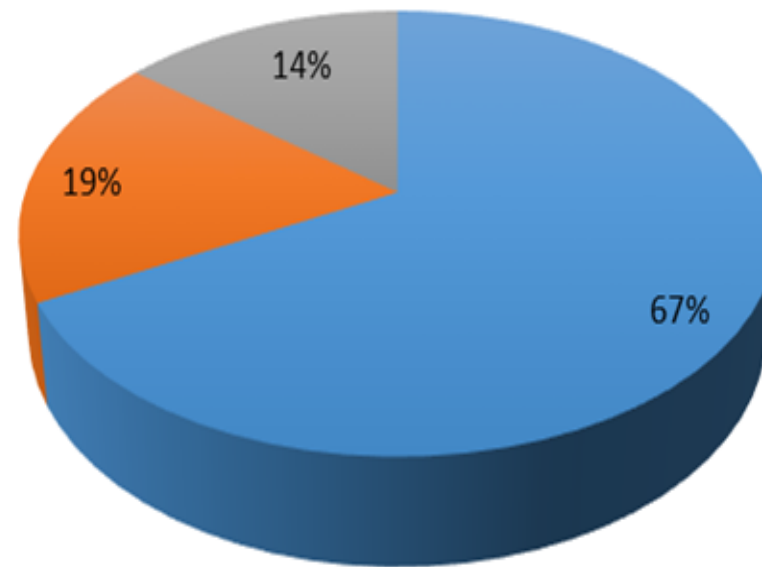


■ Personnel ■ Operating ■ ECR Transfers ■ Debt Service

Utility Special District – Capital Projects

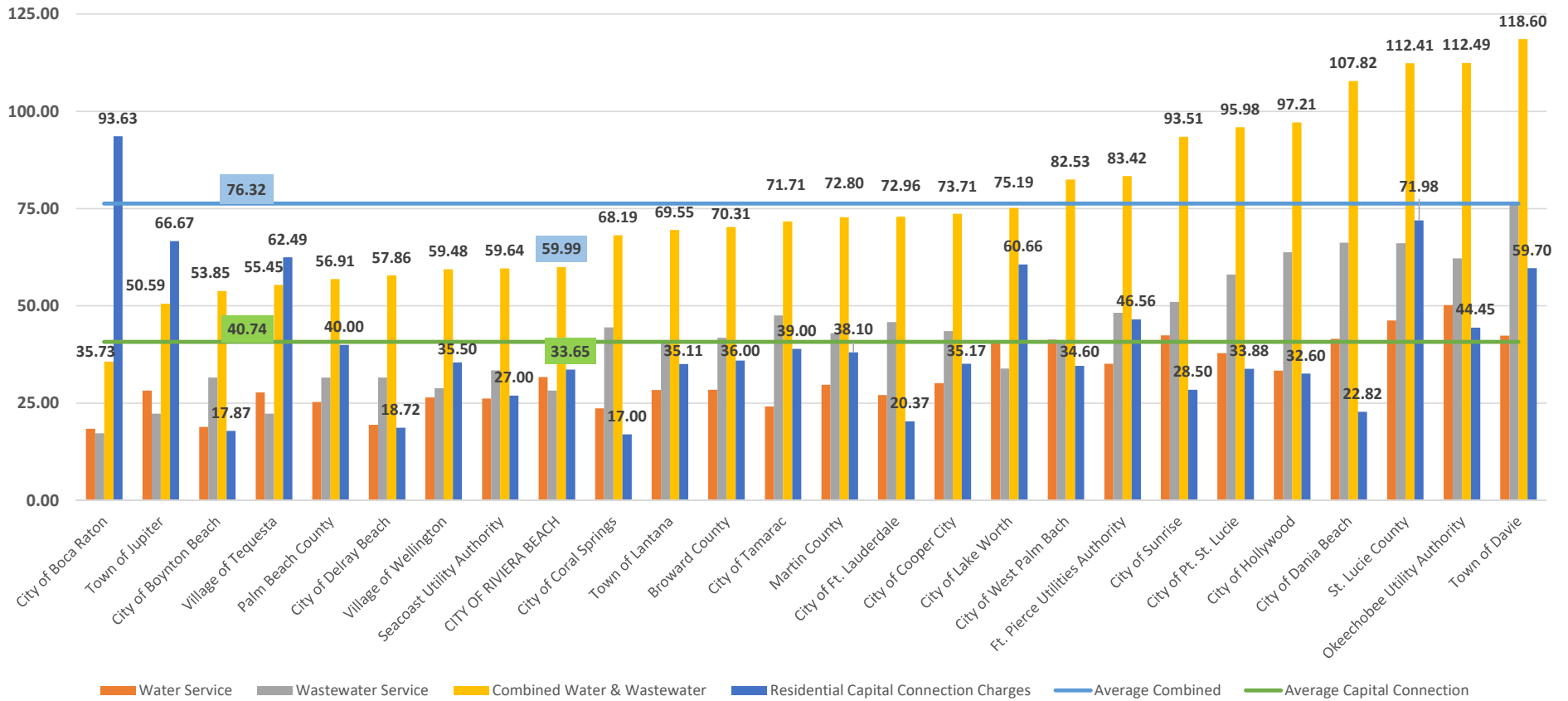
Project Title	Asset Category	Priority	FY 2018	5-Year Total
Utility Special District				
Aerial Crossing Rehabilitation	Equipment	1	1,000,000	1,000,000
Lift Station #10 & 50 Rehabilitation	Water & Wastewater System	1	1,626,900	1,857,662
Lift Station #47 Rehabilitation	Water & Wastewater System	1	400,000	4,717,000
Lime System Replacement	Water & Wastewater System	1	2,240,926	3,894,876
Parallel Intracoastal Water Main	Water & Wastewater System	1	-	3,193,000
Raw Water Wells Rehabilitation	Water & Wastewater System	1	175,000	575,000
SCADA Replacement	Technology	1	40,000	40,000
Water and Wastewater Improvements	Water & Wastewater System	1	8,000,000	8,000,000
Underground Contractor On-Call	Water & Wastewater System	1	200,000	781,000
Water Meters	Water & Wastewater System	1	625,000	3,750,000
Water Storage Tank Inspection	Water & Wastewater System	1	-	81,750
Water Treatment Plant Disinfection	Water & Wastewater System	1	2,043,657	4,200,000
Aqueous Ammonia System	Water & Wastewater System	2	50,000	513,500
Avenue U Pump Disinfection	Water & Wastewater System	2	200,000	200,000
Haverhill Road Improvement	Water & Wastewater System	2	50,000	550,000
Lift Station Rehabilitation - Phase 1	Water & Wastewater System	2	500,000	2,015,000
Media and Underdrain Replacement	Water & Wastewater System	2	618,000	2,472,000
Raw Water Wells A & B	Water & Wastewater System	2	-	2,260,000
Sanitary Sewer System Relining	Water & Wastewater System	2	100,000	713,000
Silver Beach Road Improvement	Water & Wastewater System	2	200,000	200,000
Utility Infrastructure in NSA	Water & Wastewater System	2	135,700	678,500
Water Treatment Plant Generators	Equipment	2	100,000	2,121,000
Fire Hydrant Replacement	Water & Wastewater System	3	-	260,500
Garden Road Improvement	Water & Wastewater System	3	138,985	138,985
Ground Water Sanitary Survey	Water & Wastewater System	3	100,500	100,500
Lift Station #48 Culvert	Water & Wastewater System	3	50,000	50,000
Lift Station Pump Replacement	Water & Wastewater System	3	365,000	365,000
Lift Station Rehabilitation - Phase 2	Water & Wastewater System	3	500,000	2,180,000
North Tower Building Replacement	City Facility	3	1,000,000	1,000,000
Parallel Intracoastal Force Main	Water & Wastewater System	3	-	7,130,000
Perimeter Wall - WTP	City Facility	3	505,000	1,505,000
Softening Units Replacement	Water & Wastewater System	3	3,253,000	3,253,000
Utility Field Operations Building	City Facility	3	100,000	1,133,000
Water Mains- PB Shores	Water & Wastewater System	3	90,000	431,529
Water Mains- PB Shores	Water & Wastewater System	3	-	567,471
WTP Enhancements	City Facility	3	500,000	500,000
	Grand Total USD		24,907,668	62,428,273

USD Flow of Funds

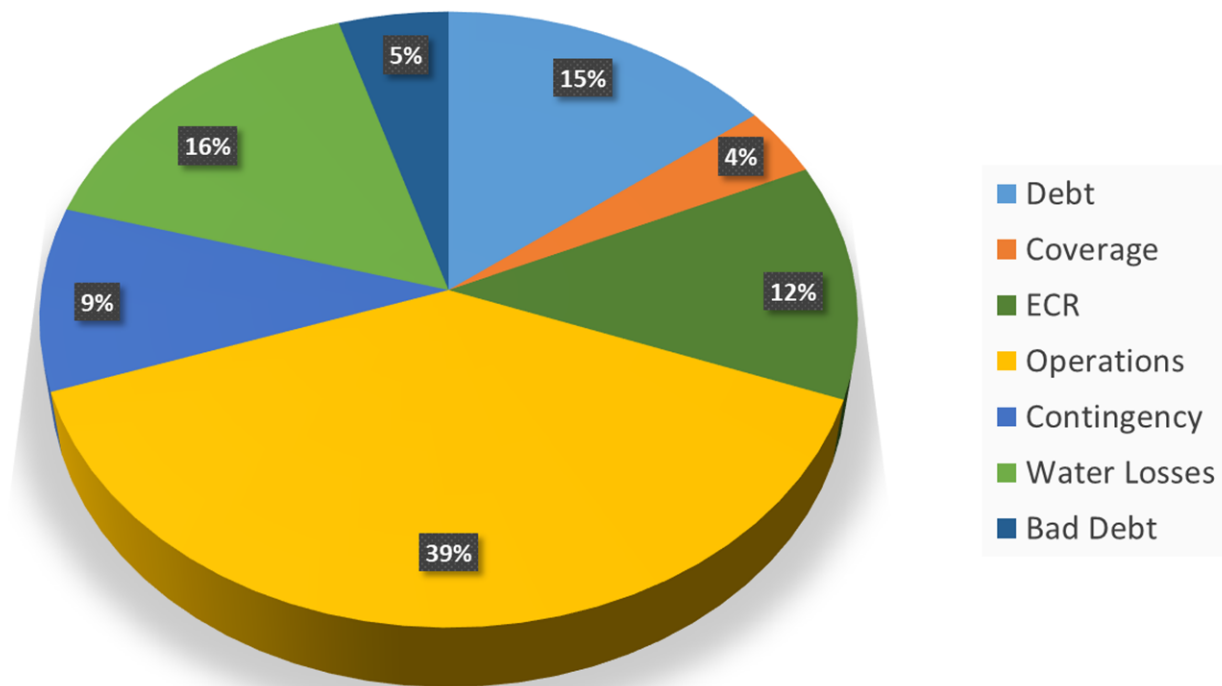


■ Operations and Maintenance ■ Debt Service ■ Required Transfers

Utility Rates
Comparison Residential Water and Sewer Bills at 6,000 gallons
Connection Fees shown at 1/100th of Rate



Utility Bill Composition



ECR Cost Allocations

Fiscal Year	Wastewater Capacity Entitlement (MGD)	Percent of Total	Average Percentage of Flow
Palm Beach County	24.0	34.2857%	34.3105%
West Palm Beach	20.5	29.2857%	30.1286%
City of Lake Worth	12.5	16.4286%	18.7195%
City of Riviera Beach	8.0	11.4286%	11.5894%
Town of Palm Beach	5.0	8.5714%	5.2520%
Totals	70.0	100.0%	100.0%

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/21/2017

Agenda Category:

Subject: AUTHORIZING AN AGREEMENT WWITH PRMG TO PERFORM A RATE STUDY

Recommendation/Motion: Approve the agreement between PRMG and the District

Originating Dept	FINANCE DEPARTMENT	Costs	Not-to-Exceed \$41,000.
User Dept.	FINANCE DEPARTMENT	Funding Source	USD FY2018 Operating Funds
Advertised	No	Budget Account Number	411-1417-536-0-3406
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

On July 26, 2017, the Utility Special District (USD) Board held a joint meeting with the Mayor and Council from the Town of Mangonia Park (Town). The District and the Town are reaching the conclusion of a ten-year utility services agreement entered into in 2008. The Town is seeking rate relief under an extension of the agreement.

After a presentation from staff, discussion between the Town and the USD Board and with input from the District's Bond Counsel and Financial Advisor, staff was directed by the Board to initiate a rate study to include a wholesale rate classification.

After consultation with the Interim Purchasing Director, the most expeditious and cost effective manner to perform the rate study is to engage the firm that completed the rate study in 2015. Therefore, staff negotiated an agreement with PRMG to complete the rate study for a not-to-exceed price of \$41,000. The not-to-exceed price is less than the 2015 rate study not-to-exceed cost of \$47,550.

Fiscal Years	2018
Capital Expenditures	
Operating Costs	41,000
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
PRMG_Resolution_08.04.2017.doc	RESOLUTION Rate Study	8/11/2017	Resolution
PRMG_Final.docx	PRMG AGREEMENT	8/14/2017	Agreement
PRMG-2.pdf	Recommendation Letter	8/14/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Rejected	8/4/2017 - 3:53 PM
Finance	Monroe, Luecinda	Approved	8/11/2017 - 5:14 PM
Utility	Perry, Troy	Approved	8/11/2017 - 5:05 PM
Finance	sherman, randy	Approved	8/14/2017 - 2:26 PM

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, RECOMMENDING THE APPROVAL OF AN AGREEMENT BETWEEN THE UTILITY SPECIAL DISTRICT AND PUBLIC RESOURCES MANAGEMENT GROUP, INC. (PRMG) TO PROVIDE UTILITY RATE AND FINANCIAL CONSULTING SERVICES FOR THE WATER TREATMENT PLANT; AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE 411-1417-536-0-3406 ACCOUNT LINE ITEM CONTRACT SERVICES – OTHER AT A NOT TO EXCEED COST OF \$41,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 26, 2017 the Utility District Board approved staff to undertake a rate study in response to the Mangonia Park utility services contract, and

WHEREAS, the Utility Special District requires professional financial consulting services to perform a Water/Wastewater Rate Study, and

WHEREAS, the PRMG prepared the 2015 Rate Study and has the expertise and capacity to expedite the rate study to meet the needs of the District and Mangonia Park,

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

SECTION 1. That the Utility District Board of the City of Riviera Beach, Palm Beach County, Florida, approves the agreement between the Utility Special District and PRMG to provide Utility Rate and Financial Consulting Services.

SECTION 2. The District Finance Director is authorized to make payment for same from 411-1417-536-0-3406 for a not-to-exceed cost of \$41,000.

SECTION 3. This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

RESOLUTION NO. _____
Page 2 of 2

APPROVED:

KASHAMBA L. MILLER-ANDERSON
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

TONYA DAVIS JOHNSON
CHAIR PRO TEM

LYNNE L. HUBBARD
BOARD MEMBER

DAWN S. PARDO
BOARD MEMBER

TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: _____

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: _____

ANDREW DEGRAFFENREIDT
BOARD ATTORNEY

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

L. HUBBARD _____

D. PARDO _____

T. DAVIS _____

DATE: _____

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND
PUBLIC RESOURCES MANAGEMENT GROUP, INC.
FOR
PROFESSIONAL FINANCIAL CONSULTING SERVICES AND UTILITY REVENUE
SUFFICIENCY AND WHOLESALE RATE STUDY**

THIS CONTRACT is entered into this _____ day of _____, 2017 between the City of Riviera Beach Utility Special District, Florida (hereinafter referred to as (“DISTRICT”)) and Public Resources Management Group, Inc., (PRMG) a Florida Corporation whose office is in Maitland, Florida and whose Federal Identification number is 59-3235769 (hereinafter referred to as (“CONSULTANT”)).

WHEREAS, it has been determined that it is advisable, and desirable to employ a qualified firm of financial consultants having special and broad experience in the desired fields for the purpose of providing professional financial consulting services and to perform a water/wastewater rate study; and

WHEREAS, the DISTRICT, in accordance with the Consultant’s Competitive Negotiation Act, has selected the CONSULTANT to be the most qualified firm; and

WHEREAS, the DISTRICT is now desirous of contracting with CONSULTANT to provide professional consulting services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

This Scope of Services had been prepared with the objective of providing financial consulting services for the DISTRICT. See Exhibit “A” for the Scope of Services with a Not to Exceed Fee of \$41,000. See Exhibit “C”.

ARTICLE 2 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

- A. Provide complete and detailed information as to its requirements for the Project.
- B. Assist CONSULTANT by placing at the CONSULTANT’s disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- C. Furnish to CONSULTANT, as required by for the performance of the Project, data prepared by or services of others, such as previous studies, comparisons to other municipalities, potential growth, etc., and other special data or consultations not covered in Article 2-A; all of which CONSULTANT may rely upon to performing CONSULTANT services.
- D. Make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other CONSULTANTS as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

- F. Pay all costs incidental to obtaining bids or proposals from CONSULTANT. This includes advertising and mailing, but does not include reimbursement for CONSULTANT's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. The Executive Director of the Riviera Beach Utility Special District or designee shall act as DISTRICT's representative with respect to the work to be performed under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT's policies and decision with respect to materials, equipment, elements and systems pertinent to CONSULTANT services.
- H. Furnish or direct CONSULTANT to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.
- I. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 3 – PERIOD OF SERVICE

It is mutually agreed by DISTRICT and CONSULTANT that this Contract is for a period of one year.

ARTICLE 4 – PAYMENTS TO CONSULTANT

- A. CONSULTANT shall invoice the DISTRICT not more frequently than monthly for services that have been rendered in conformity with this Contract. The DISTRICT's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will be paid within thirty (30) days following the DISTRICT representative's approval. Rate of Payment will be based on the Schedule of Direct Labor Hourly Rates and Standard Cost Rates as detailed in Exhibit B and the Not to Exceed Maximum Cost estimate based on the project phases and tasks outlined in Exhibit A using the direct hourly rates and standards costs delineated in Exhibit B.
- B. Final Invoice – In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the DISTRICT. This certifies that all Services have been properly performed and all charges have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT.
- C. If the DISTRICT fails to make any payment due to the CONSULTANT for services and expenses under this Contract within forty-five (45) days after the CONSULTANT's transmittal of its invoice to the DISTRICT, the CONSULTANT may, after giving notice to the DISTRICT, suspend services under this Contract in question until it has been paid in full all amounts due.
- D. If the DISTRICT disputes any invoice or part of an invoice, DISTRICT shall notify CONSULTANT of such dispute within fifteen (15) days of receipt of the invoice. DISTRICT reserves the right to off-set, reduce or withhold any payment to CONSULTANT in accordance with the terms and conditions of this Contract.

ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and not higher than those charged to the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the DISTRICT's determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The DISTRICT shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 6 – TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notices to the DISTRICT's representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the DISTRICT's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the DISTRICT in the format acceptable to DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the CONSULTANT and DISTRICT shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under this Contract.

ARTICLE 7 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any Contractual relationship with the DISTRICT.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision and, all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

The CONSULTANT agrees that it is fully responsible to the DISTRICT for the acts and commissions of SUB-CONSULTANTS and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any Contractual relationship between any SUB-CONSULTANTS and the DISTRICT.

All of the CONSULTANT's personnel (and all sub-consultants) while on DISTRICT premises, will comply with all DISTRICT requirements governing conduct, safety and security.

ARTICLE 8 – SUBCONTRACTING

The DISTRICT reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in

subcontracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the DISTRICT.

If sub-consultant(s) are used, the CONSULTANT shall use only licensed and insured sub-consultant(s). All sub-consultants shall be required to promptly make payments to any person who, directly or indirectly provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all sub-consultants.

ARTICLE- 9 – FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE -10- INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 Contractual liability per claim/annual aggregate.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party

does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the DISTRICT.

- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the DISTRICT as an "Additional Insured."

ARTICLE 11 – INDEMNIFICATION

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the DISTRICT, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify, hold harmless the DISTRICT, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CONSULTANT, its agents, officers or employees are alleged to be liable.

The CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to, all costs, expert witness fees, reasonable attorney's fees and court and/or arbitration costs. This indemnification shall survive the term of the Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The DISTRICT and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the DISTRICT nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the CONSULTANT.

ARTICLE 13 - DISPUTE RESOLUTION AND VENUE

All claims arising out of the Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

ARTICLE 14 – REMEDIES

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

ARTICLE 15 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the DISTRICT's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the DISTRICT, as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the CONSULTANT. The DISTRICT agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the DISTRICT shall so state in the notification and the CONSULTANT shall, at its option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the DISTRICT by the CONSULTANT under the terms of this Contract.

ARTICLE 16 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without its or its sub-consultants fault or negligence, the Contract Schedule and/or any other affected provision of this contract shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other CONSULTANT employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT shall decide justifies the delay then the time of completion shall be extended for any reasonable time the DISTRICT may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 17 – INDEBTEDNESS

The CONSULTANT shall not pledge the DISTRICT's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any forms of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the DISTRICT's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared for the DISTRICT under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the DISTRICT's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Contract for or at the DISTRICT's expense shall be and remain the DISTRICT's property and may be reproduced and reused at the discretion of the DISTRICT. The DISTRICT shall hold the CONSULTANT harmless should the DISTRICT use any of the CONSULTANT's work products for a purpose other than that intended by the CONSULTANT.

The DISTRICT and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent CONSULTANT, and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places be subject to the CONSULTANT's sole direction, supervision and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the DISTRICT shall be that of an Independent CONSULTANT and not as employees or agents of the DISTRICT.

The CONSULTANT does not have the power or authority to bind the DISTRICT in any promise, contract or representation other than as specifically provided for in this Contract.

ARTICLE 20 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs concurred in estimating and performing the work for at least three (3) years after completion of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 22 – NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, gender identity, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation, gender identity or handicap.

ARTICLE 23 – ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract. All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 24 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the DISTRICT'S representative upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals, and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or DISTRICT agency.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26-WAIVER OF TRIAL BY JURY

In the event of litigation arising from this Contract, DISTRICT and CONSULTANT knowingly, voluntarily and intentionally waive any right to a trial by jury. DISTRICT and CONSULTANT hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this CONTRACT.

ARTICLE 27 – PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes,

and, if determined to be acting on behalf of the DISTRICT as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the DISTRICT to perform the service.
- B. Upon request from the DISTRICT's custodian of public records or designee, provide the DISTRICT 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 CONSULTANT does not transfer the records to the DISTRICT
- D. Upon completion of this Contract, transfer, at no cost, to the DISTRICT all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records or designee, in a format that is compatible with the information technology of the DISTRICT.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS REPLATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FLORIDA 561-845-4040, RSHERMAN@RIVIERABCH.COM.

ARTICLE 28 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 29 – MODIFICATIONS OF WORK

The DISTRICT reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the DISTRICT's notification of a contemplated change, the CONSULTANT shall, in writing; (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DISTRICT of any estimated change to the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the DISTRICT's decision to proceed with the change.

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed

by the CONSULTANT and approved and executed by the DISTRICT BOARD OF DIRECTORS or its designated representative.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed to:

**CITY OF RIVIERA BEACH UTILITY SPECIAL
DISTRICT c/o TROY PERRY
INTERIM EXECUTIVE DIRECTOR
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the CONSULTANT shall be mailed to:

**PUBLIC RESOURCES MANAGEMENT
GROUP, INC. c/o ROBERT J. ORI, PRESIDENT
341 NORTH MAITLAND AVENUE,
SUITE 300
MAITLAND, FL 32751**

ARTICLE 31 – ENTIRETY OF CONTRACT

The DISTRICT and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

ARTICLE 32 – WAIVER

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

ARTICLE 33 – PREPARATION

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

ARTICLE 34 – MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and DISTRICT may at its option and without notice terminate this Contract.

ARTICLE 35- REPRESENTATION/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Robert Ori, President, hereby represents to the DISTRICT that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of the Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 36 – EXHIBITS

Each exhibit referred to in this Contract forms as essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. “Exhibit A” is hereby attached and describes the Scope of Work.

ARTICLE 37 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit “A” and Exhibit “B”. The CONSULTANT agrees to be bound by all the terms and conditions as set forth in this Contract.

Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 38 – LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 39 – NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 40 – SURVIVABILITY

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.

ARTICLE 41 – DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any sub-consultant including but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- B. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- C. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT’s property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the

CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the DISTRICT of the occurrence of any event of default within ten days of the CONSULTANT's receipt of notice of any such default.

ARTICLE 42 – WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the DISTRICT, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such a CONTRACT on a pre-loss basis.

ARTICLE 43 – RIGHT TO REVIEW

The DISTRICT, by and through its Risk Management Department, in cooperation with the contract/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The DISTRICT reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

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CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

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

DISTRICT: CITY OF RIVIERA BEACH

USD CONSULTANT: PUBLIC RESOURCES
MANAGEMENT GROUP, INC.

BY: _____
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

BY: _____
ROBERT J. ORI
PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS:

BY: _____
ANDREW DEGRAFFENREIDT
DISTRICT ATTORNEY

BY: _____
TROY PERRY
INTERIM EXECUTIVE DIRECTOR
UTILITY SPECIAL DISTRICT

DATE: _____

EXHIBIT A

CITY OF RIVIERA BEACH, FLORIDA

UTILITY REVENUE SUFFICIENCY AND WHOLESALE RATE EVALUATION

SCOPE OF SERVICES

GENERAL

The work to be performed on behalf of the Special Utility District (the "District") for the City of Riviera Beach (the "City") will include: i) the preparation of a financial forecast and rate revenue sufficiency study (Phase 1); and ii) development of a wholesale water and wastewater service rate to the Town of Magnolia Park (Phase 2). The scope of services assumes that both phases will be presented together to the City Council and will be documented in a single report to the City Council.

SCOPE OF SERVICES

The following is a summary of the following tasks by Project phase:

Phase 1 – Financial Forecast and Revenue Sufficiency Analysis

This phase of the scope of services will focus on the preparation of a financial forecast and revenue sufficiency analysis and corresponding funding plan based on identified capital needs of the System (the "analysis"). The primary services shall include, but not be limited to: i) the evaluation of the sufficiency of the existing utility revenues, rates, charges, and other available revenues, bonds and loan commitments, to meet the expenditure and funding requirements of the City's water and wastewater utility system (the "System") and recommend overall changes in cost recovery levels; ii) as part of the System review, providing assistance with the development of a financial plan to adequately fund the capital projects set forth in the City's Capital Improvement Plan and master plans for the System; iii) preparation of a 6-year revenue sufficiency and financial planning model (current budget year plus five additional years) which supports the findings and recommendations of the study and allows for the evaluation / forecasting of various alternative financial scenarios for funding of operating and capital expenditure costs to assist in the financial decision making processes; and iv) assist the City staff in presenting the findings and capital financing plan to the City Manager and the City Council.

The following is a summary will include the following tasks for this phase of the Project:

1. Data Request and Data Compilation / Review: PRMG will prepare a written data request for the collection of financial, customer billing, operating and planning data necessary to prepare the revenue sufficiency analysis and develop the financing model for the District System. Information requested will include, but is not limited to, historical financial statements and records, historical customer statistics and development planning information, operating budgets, existing and anticipated debt service schedules allocable to the system facilities, bond resolutions and loan agreements, capital improvement plans and current project summaries, fixed asset information, water and wastewater / plant capacity and flow data, current utility rate ordinances and resolutions, wholesale service agreements and other contractual documents affecting utility operations, invoices of certain transactions, and other information that may be relevant to the study. This task will also include attendance at the initial project

kick-off meeting with the City to discuss the i) data request and review compiled information; and ii) general project goals and objectives of the study as it relates to each individual utility system.

2. Development of Historical Customer and Usage Analysis: Based on data availability, PRMG will compile the historical customer, equivalent residential units or connections ("ERC"), and consumption / billed flow data for not more than five (5) fiscal years ended September 30, 2016 and year-to-date 2017 for the System to identify current trends in customer growth and usage relationships by rate or billing class. This compilation will be based on information provided by the City in terms of monthly reports as part of the management oversight of the utility. Based on information provided by the City and the analysis of the trends in customers and usage, PRMG will develop a forecast of customer accounts, billed water sales and wastewater flow (in terms of water gallons billed [often referred to as "revenue gallons"]), water production requirements, and the wastewater treatment requirements required from the East Central Regional ("ECR") Wastewater Treatment Facility ("ECRWTF") for the Forecast Period. The customer and sales projections will be developed to provide the basis for the calculation of utility rate revenues. The forecast will be based on the historical trends and usage requirements of the Utility and the billing rate attributes associated with the rates that are currently in effect and as previously approved by the City Council as part of the current rate phasing program.

In order to develop a reasonable determination of rate revenues (e.g., due to different prices being billed for water and sewer use), a billing frequency analysis will be prepared. PRMG will request the receipt on an electronic basis of the annual detailed customer billing data on a monthly basis for each individual account by customer class, by meter size, and by location such that an analysis as to water use by class and by type of service (water-only or receiving both water and wastewater service) can be compiled and evaluated from a pricing and rate consolidation basis. The information to be obtained by PRMG will include "by individual customer" billing records (download from the customer utility billing program) for the Fiscal Year 2016 on a monthly basis such that an evaluation of billed flows, customer use, and the ability to adjust rate structures can be evaluated. If not separately reported by the City, PRMG will request a utility billing statistical "data dump" of all the accounts of the system for the most recently completed fiscal year ended 2016 such that the usage analysis can be developed. An analysis of water use and billed wastewater flow by consumption block by class will be developed and a revenue reconciliation analysis will be performed to test the detailed billing data.

It is assumed in this scope of services that the billing information will be accurate and will significantly reconcile to the reported revenue as contained in the City's Comprehensive Annual Financial Statements when applying the then existing rates for service to the billing statistics. PRMG will prepare a rate revenue "reasonableness test" to validate the results of the historical customer billing data against the most recent historical rate revenues to provide assurances that the customer billing information is reasonable and can be relied upon for the projection of rates for utility service. If the data does not reconcile and several billing evaluations are required, this may result in additional services above the scope reflected herein.

3. Development of Customer and Sales Forecast: Based on information provided by the City, and the analysis of the trends in customers and usage performed during this task, PRMG will develop a forecast of customer account growth, water sales and billed wastewater flow (often referred to as "revenue gallons" and represents metered water that is billed a wastewater flow charge), water production requirements, and the wastewater treatment requirements for the Forecast Period. The forecast will be

developed to assist in the determination of capacity needs and use and for the calculation of utility rate revenues for the evaluation of the financial needs of the utility system.

4. Rate Revenue and Other Revenue Forecast: Based on the detailed customer billing information and corresponding forecast of customer growth and use, PRMG will develop a rate revenue projection for the Forecast Period. This will allow a match between the growth assumed for the financial forecast and the revenue derived from existing rates. The revenue forecast will also include projections of the operating revenues, interest income (which will be based on a "funds flow" analysis), and impact (capacity) fees for future capital needs.
5. Development of Projected Revenue Requirements and Model Development: PRMG will prepare a financial projection of the net revenue requirements of the System, which represent the funding requirements derived from the monthly user fee revenues for the System. This component of the analysis will include a review of recent historical financial operations for the System, budgeted operations and maintenance expenses including consideration of the impact of any future plant additions or investments included in the capital improvement plan or as identified by the ECR Wastewater Treatment Facilities Operations Board (the "ECR Board") on behalf of the ECRWRF, and funding criteria as determined with the City and other non-operating costs such as inter-fund transfers, debt service, renewal and replacement funding requirements, and any developer contribution analyses. The analysis will be to evaluate and recommend, in conjunction with City staff, minimum reserve fund balances and policies related to financial performance. The analysis will be conducted on "per-utility system" basis with respect to the identification of the revenue sufficiency needs for rate revenue sufficiency determination purposes. The following specific items are identified with this task:
 - a. Development of Operating Expense Projections: This involves the development of the estimated amount of operating expenses required to be funded from System rates and revenues for the Forecast Period for each respective individual system. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred by the System, including but not limited to, personnel services, utilities, chemicals, wastewater treatment by contract expenditures for participation in the ECRWRF, operating supplies, and other operating administrative allocations, operating contingencies, insurance needs, and other expenses such that rates are designed to recover the estimated full cost of providing service (anticipated to be projected based on the budgetary format currently in use by the City for the System); ii) assist in the projection of expenditures for the applicable Forecast Period; iii) recognize changes in operating costs due to changes in the cost of wholesale wastewater treatment services, utility operations and the implementation of the capital improvement program; and iv) have sufficient detail in operating expenses to properly account for the costs in support of the revenue sufficiency analysis.
 - b. Capital Improvement and Funding Analysis: This involves a review of the System's six-year or applicable capital improvement program and other engineering planning documents, and the performance of a funding analysis to identify available sources of funds for financing of the capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period. This task will also include the development of a flow of funds analysis to evaluate cash flow balances in each specific fund of the System and to estimate interest income earned on unrestricted and restricted fund balances anticipated to be defined in the Bond Resolution for the utility system (and to assist in determination of rate covenant compliance).

A component of this task will be the identification of a renewal and replacement funding policy or funding plan for the Forecast Period which will be included as i) a component of the revenue requirements from rates and ii) a source of funds for the capital improvement funding analysis. The ultimate funding level reflected in revenue sufficiency analysis will depend on a variety of factors, including but not limited to, compliance with the rate covenants pursuant to the Bond Resolution / loan documents, rate impacts, overall capital program needs, current asset service lives, and other factors.

- c. Other Revenue Requirement Identification and Management Dashboard: In order to meet the financial obligations of the City's System, PRMG will review the financial aspects of the City's utility system in order to potentially recognize other revenue requirements or funding requirements that may need to be allocated or included in the rate analysis and in the development of the financial forecast model. This task will include assistance in the development of fiscal benchmarks and policies / practices in terms of working capital maintenance, the funding of capital re-investment for long-term planning needs, the funding of other departmental capital or maintenance reserves for items such as vehicles and equipment, and the recognition of any other transfer requirements that may be associated with the utility system. As part of this task, PRMG will develop a "management dashboard" module as part of the financial model spreadsheet to allow for the review of the financial position of the utility and the ability to perform sensitivity analyses in order to finalize the financial forecast. As part of this task, PRMG will work with the City to identify any fiscal policies and financial performance targets that will provide guidelines and support for the financial forecast and revenue sufficiency fiscal policies necessary to address the need for goals related to financial performance indicators, such as debt service coverage ratios and reserve fund levels which the City may deem necessary.
 - d. Development of Net Revenue Requirements and Rate Impact Analyses: Based on the aforementioned tasks, PRMG will prepare a summary of the total net revenue requirements of the individual utility systems and the accompanying rate impact requirements for each fiscal year of the Forecast Period.
 - e. Compliance Analysis: This task will be conducted in order to satisfy the rate covenant requirements and the flow of fund requirements as defined in the Bond Resolution that authorized the issuance of the outstanding utility system revenue bonds and any other forms of indebtedness. The compliance analyses will be performed for the Forecast Period to maintain the financial integrity of the System.
6. Presentation of Net Revenue Requirements Analysis: PRMG will prepare a summary of the total net revenue requirements of the individual and combined water and wastewater systems and the accompanying rate impact requirements for each fiscal year of the Forecast Period. Based on the financial evaluation performed for the System, PRMG will identify any recommended rate adjustments (rate revenue percentage increase applied on a total System basis) expressed as a percentage above the revenues produced from the existing rates for consideration by the City for each year of the Forecast Period. A meeting will be held with the City staff / City Manager in order to present the results of the initial study findings and results. Based on the results of the staff meeting, PRMG will adjust the overall financial plan for presentation to the City Council.

7. Rate Comparisons: PRMG will prepare a rate comparison of the existing and proposed rates for residential service with the rates charged by other neighboring or similar utilities to evaluate the impact of the proposed System rates on existing users and to assess the competitiveness of the City's proposed rates with other utility systems in the area.

Phase 2 – Development of Wholesale Water and Wastewater Rates

This phase of the scope of services will focus on the development of wholesale water and wastewater rates for service. This phase will include the allocation of costs between joint and retail service and the design of volumetric-based rates to recover the identified revenue requirements.

The following is a summary of the following tasks for this phase of the Project. The scope of services assumes that the data compilation and review activities and the presentation of results to the City staff and management will be conducted concurrently with the Phase 1 activities; therefore such activities are not restated for this phase of the project:

8. Conduct Cost Allocation Analyses and Identification of Wholesale Revenue Requirements: The Fiscal Year 2018 will serve as the "Test Year" for the determination of the wholesale water and wastewater rate evaluation. PRMG will allocate the identified water and wastewater Test Year expenditures between the joint (benefits all users), retail (benefits only District ultimate customers), and wholesale-specific (benefits only the wholesale customer) to identify the cost of providing service.
9. Design of Wholesale Water Rates: Based on the cost allocation analysis, PRMG will develop a wholesale volumetric water rate (expressed on a \$ / 1,000 gallons basis) for consideration by the City. The unit cost rates will be structured such that the City can identify the direct and total allocated operating expenses, capital recovery, and other costs that are applicable to be recovered in a wholesale water rate for service.
10. Update to the Design of Wholesale Wastewater Rates: Based on the cost allocation analysis, PRMG will develop a wholesale volumetric wastewater rate (expressed on a \$ / 1,000 gallons basis) for consideration by the City. The unit cost rates will be structured such that the City can identify the direct and total allocated operating expenses, capital recovery, and other costs that are applicable to be recovered in a wholesale water rate for service.

Tasks for Presentation of Phase 1 and Phase 2 Activities

The remaining tasks for the scope of services will focus the development of the report and presentation of the Phase 1 and Phase 2 activities to City management and the City Council. The following is a summary of the following tasks for the remainder of the Project:

11. Report Preparation and Presentation: PRMG will prepare a technical memorandum or letter report in support of the evaluation of the sufficiency of rates to meet the expenditure requirements of the System, which encompasses the financial plan and capital improvement plan funding analysis, and the derivation of the wholesale rates (the "Report"). The report prepared by PRMG will include i) delineation of the assumptions and analysis used to prepare the financial forecast, the available or identified funding sources that meet the overall capital improvement program needs of the System, and any other aspects

of the System (i.e., action plan items based on noted trends and the attainment of certain financial targets for the System) and ii) the development of the wholesale rates and basis for allocation of costs to such class of customer.

12. Presentation to City Council: PRMG will prepare the necessary presentation documents to present the findings and rate recommendations to the City Council. The scope includes the attendance of one public meeting to present the final analysis and proposed rate adjustments and financial plan prepared in support of the recommended rate adjustments.
13. Meetings: During the course of this project, it is anticipated that PRMG will attend a total of three (3) on-site meetings with the City and attend three WebEx™ (teleconference) meetings to present ongoing results with City staff. For the purposes of preparing the cost estimate included on Attachment C, it has been assumed that the on-site meetings would have a duration of six (6) hours per meeting, which includes travel and meeting preparation. The on-site meetings recognized in this scope of services include the following:

Description	On-Site Meetings
Kick-Off / Data Compilation and Review	1
Review of Financial Forecast / wholesale rates with City Management	1
Presentation of Recommendations to Board	<u>1</u>
Total Meetings	<u>3</u>

The WebEx™ meetings will represent assumption development, forecast review, and project status meetings that are necessary to allow for the ongoing preparation of the utility rate evaluation and financial forecast. For the purposes of preparing the cost estimate included on Attachment C, it has been assumed that the WebEx™ meetings would have a duration of two (2) hours per meeting.

List of Deliverables

The deliverables to be provided with respect to the preparation of the Revenue Sufficiency Study component of the Project shall include the following items:

- Data Request for Information Compilation
- Water and Wastewater System Financial Forecast and Revenue Sufficiency Analysis
- Proposed Retail Water and Wastewater System Rate Adjustments
- Retail Rate Comparison with Other Jurisdictions
- Wholesale Water and Wastewater System Rates
- Revenue Sufficiency Study Technical Memorandum
- Presentation materials for City Council Presentation

City Staff Assistance to PRMG

As with any major study performed for a public utility, PRMG has assumed in the preparation of the scope of services and the associated Agreement cost estimate that the Finance and Utility Departments will provide

assistance to PRMG in order to complete the engagement on a timely basis. The following is a list of the activities anticipated by PRMG to be performed by the Utility Director and the City consultants for the Project:

1. The gathering of specific customer, operational and financial data and information relative to the Project, including detailed customer billing information in an electronic (Excel) format;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the System;
3. Providing assistance in the formulation of policy decisions relative to cost or need determination, cost allocation and rate design. An example would include rate-phasing alternatives, capital improvements project prioritization, etc.;
4. Providing assistance in public relations program including but not limited to, scheduling of the City Council meetings, and communication of the findings and recommendations determined during the performance of the Project to the public;
5. Performing a general review and providing comments relative to the financial evaluations and recommendations of PRMG based on the analyses and reports submitted to the City; and
6. Assistance by the City's legal counsel in the development of the rate resolution as may be required.

Additional Services

During the course of the study, the City may request the need for additional services relative to the performance of the revenue sufficiency and rate evaluation, which would result in the performance of additional services by PRMG. Such services considered as an additional service will not be conducted until authorized by the City and as mutually agreed between the parties. All invoices for additional services will be based on contractual terms as agreed between the City and PRMG pursuant to this Agreement. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings with the City Manager and consultants, City committees or interested parties, or public hearings with the City Council in addition to what is contemplated in the scope of services.
2. The derivation of additional capital funding alternatives / scenarios beyond what is generally contemplated in the scope of services.
3. Review and design of individual utility system rates or other service charges and such as meter installation or Connection Fees and other existing or new ancillary or miscellaneous customer service charges.
4. Delays in the Project schedule at no fault to PRMG, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.
5. Performance of ongoing model support and update services or prepare a revision to the model after substantial completion of the project.

To the extent additional services are performed by PRMG for this Project but the total cost of the study, including the additional services, does not exceed the allocable PRMG budget cost of the Project, no additional services will be billed to the City by PRMG.

EXHIBIT B

CITY OF RIVIERA BEACH, FLORIDA

UTILITY REVENUE SUFFICIENCY AND WHOLESALE RATE EVALUATION

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT HOURLY LABOR RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$190.00
Associate	\$150.00
Managing Consultant	\$135.00
Supervising Consultant	\$120.00
Senior Consultant	\$115.00
Rate Consultant	\$105.00
Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Analyst	\$ 65.00
Assistant Analyst	\$ 55.00
Administrative and Clerical	\$ 55.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the agreement between the City (the "City") and PRMG for the Project identified in this Agreement; rates may be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between the City and PRMG for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the consulting agreement by the City; such change in rates must be requested in writing by PRMG and will not be an automatic change in the hourly rates upon the anniversary date of the agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	\$0.500 per Mile
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals – Not-to-Exceed per PRMG Employee	\$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost Plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Any specific standard cost rates used by the City will supersede any rates shown above and will be recognized in the development of PRMG's cost to provide consulting services. Standard cost rates effective twelve months after the date of execution of the agreement between the City and PRMG for the Project identified in this Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between the City and PRMG for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the consulting agreement by the City. Such change in the standard cost rates must be requested in writing by PRMG and will not be an automatic change in the standard cost rates upon the anniversary date of the agreement between the parties.

EXHIBIT C								
City of Riviera Beach - Utility Special District								
Water and Wastewater System								
Cost Estimate Associated With Performing a Water and Wastewater Revenue Sufficiency and Wholesale Rate Evaluation								
Line No.	Description	Task Ref.	Principal	Senior Consultant	Rate Analyst	Assistant Rate Analyst	Clerical and Administration	Totals
1	Direct Labor Rates		\$ 190.00	\$ 115.00	\$ 75.00	\$ 65.00	\$ 55.00	
	Phase 1 - Financial Forecast and Revenue Sufficiency Analysis							
2	Data Request and Data Compilation / Review	1	2	8	4	-	2	16
3	Development of Historical Customer and Usage Analysis	2	1	12	24	-	-	37
4	Development of Customer and Sales Forecast	3	1	6	6	-	-	13
5	Rate Revenue and Other Revenue Forecast	4	1	3	8	-	-	12
6	Development of Projected Revenue Requirements and Model Development							
7	Development of Operating Expense Projections	5	2	12	28	-	-	42
8	Capital Improvement Program and Funding Analysis	5	2	10	22	-	-	34
9	Other Revenue Requirement Identification and Management Dashboard	5	2	10	4	-	-	16
10	Development of Net Revenue Requirements and Rate Impact Analyses	5	1	2	2	-	-	5
11	Compliance Analysis	5	1	2	3	-	-	6
12	Presentation of Net Revenue Requirements Analysis	6	1	2	2	-	2	7
13	Rate Comparisons	7	-	1	-	4	-	5
14	Total Hours - Phase 1		14	68	103	4	4	193
15	Direct Labor Cost		\$ 2,660	\$ 7,820	\$ 7,725	\$ 260	\$ 220	\$ 18,685
16	Average Hourly Rate							\$ 96.81
	Phase 2 - Development of Wholesale Water and Wastewater Rates							
17	Conduct Cost Allocation and Identification of Wholesale Revenue Requirements	8	6	28	8	-	-	42
18	Design Wholesale Water Rates	9	3	12	4	-	-	19
19	Design Wholesale Wastewater Rates	10	3	12	4	-	-	19
18	Total Hours - Phase 2		12	52	16	-	-	80
19	Direct Labor Cost		\$ 2,280	\$ 5,980	\$ 1,200	\$ -	\$ -	\$ 9,460
20	Average Hourly Rate							\$ 118.25
	Presentation of Phase 1 and Phase 2 Activities							
21	Prepare Report / Technical Memorandum	11	6	16	2	-	16	40
	Presentation to City Council (presentation documents only)	12	2	4	-	-	2	8
	Project Meetings							
22	Kick-off Meeting (one on-site meeting)	13	6	6	-	-	-	12
23	Working Group Meetings (one on-site meeting)	13	6	6	-	-	-	12
24	Presentation to City Council (one on-site meeting)	13	6	6	-	-	-	12
25	Web-ex and progress meetings - teleconference (three meetings)	13	-	6	6	-	3	15
26	Project Management	All	3	-	-	-	4	7
27	Total Hours - Phase 3		29	44	8	-	25	106
28	Direct Labor Cost		\$ 5,510	\$ 5,060	\$ 600	\$ -	\$ 1,375	\$ 12,545
29	Average Hourly Rate							\$ 118.35
	Total Project Cost Summary							
30	Total Project Costs - Direct Labor Cost							40,690
	Other Direct Costs							
31	Travel Costs (3 trips at \$50 rental vehicle plus \$35.00 fuel)							\$ 255
32	Allowance For Copy Charges (15 reports x 100 pages x 2 drafts x \$0.05/page) +(20 final reports x 2 [covers/back] x \$2.50)							250
33	Other (e.g., Telephone, Miscellaneous Direct Costs)							60
34	Total Other Direct Costs							\$ 310
35	Total Estimated Project Cost							\$ 41,000

**SOLE SOURCE/SINGLE SOURCE
PROCUREMENT JUSTIFICATION**

Date: 08/11/17

To: Troy Perry, Interim Special Utilities Executive Director

From: Rickey Little, Interim Director of Procurement
(Department)

Please check appropriate, add comments, and provide signature approval

Specified Supplier: Public Resources Management Group, Inc.
(Company Name)

Price: \$41,000

☐ Sole Source: The specified supplier is the only provider of products/services as described on the purchase requisition. A quotation is attached, and the prices/terms set forth are deemed reasonable for the value presented.

Justification for Sole Source: Describe what is necessary and unique about the product, service or source and steps taken to confirm unavailability of competition as appropriate:

☒ Single Source: The specified supplier was selected to compliment/support the following business decision. A quotation is attached, and the prices/terms set forth are deemed reasonable for the value presented. Please check the appropriate.

☐ Standardized System

☐ Parts provided by "OEM"

☐ Consistent quality/
batch control

☒ "Just in Time" delivery
requirements

☐ City preferred provider

☐ Other (please comment below)

Public Resources Management Group, Inc. conducted the 2015 rate study and has all of the City's data and that will shorten the time on the return of the rate study.

By signing this form, I certify that I am not circumventing a competitive bidding process required by law by using a sole/single source contract for commodities or services:

Requested by: _____

Department Head Approval: _____

Purchasing Director: Rickey Little

Purchase Requisition# _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/21/2017

Agenda Category:

Subject: EMERGENCY GENERATOR REPAIRS

Recommendation/Motion: Staff recommends that the Utility Board ratify the City Manager's authorization to make emergency repairs to the District's standby emergency generator at a cost of \$30,094.29 and authorizing the City Manager to approve up to 10% for estimated costs.

Originating Dept UTILITY DISTRICT **Costs** \$30,094.29

User Dept. Utility District **Funding Source** The operating cost for the generator are currently outlined in the existing Utility Special District budget. Operating costs include generator maintenance and fuel which is currently budgeted.

Advertised No **Budget Account Number** 412-1437-533-0-6405

Date

Paper

Affected Parties Not Required

Background/Summary:

On Friday, July 28, 2017, at approximately 3:00 p.m. it was determined that the Water Plant emergency generator was inoperable during routine testing. The generator is made by Cummins and they were notified and asked to respond and evaluate the problem. Based on the evaluation conducted by Cummins Generator Sales and Service, it was determined that the generator could not be repaired until the following week based on their preliminary assessment. As a result, staff was forced to secure an emergency back-up portable generator that is capable of powering the water plant in the event of a power failure. Staff contacted several local vendors but the companies did not have the recommended size generator available. However, staff was able to secure a 1000kw generator from Herc Rentals, at a cost of \$19,480.00 per month, (in the memo to the City Manager dated August 2, 2017, the cost was inaccurately quoted as \$19,180) including cables and other accessories. The generator was shipped from Atlanta and installed by Grid One Electric on Saturday, July 29, 2017. The generator is currently ready to function if needed.

On Monday, July 31, 2017, Cummings Generator Sales and Service provided the District with an estimate of approximately \$30,094.29 to repair the generator. The company reminded us that this is just an estimate depending on what is discovered when the generator is disassembled.

While the purchase of two (2) new emergency generators are currently budgeted in the capital plan, I will be meeting with one of the engineering firms currently retained by the District to determine how we can move forward with design plans to purchase and install one (1) new generator that can service the entire water plant which includes the stripper towers, that currently has a designated generator. Both generators are located inside buildings and must be replaced with new generators that comply with new environmental regulations. As part of the overall plan, I also recommend installing the new generator outside and reallocate that space.

At the time of preparing this agenda item, the parts for the generator repair were on order. It's anticipated that the repairs will be made by the end of August 2017 to avoid any additional rental costs. If not, staff will bring an agenda item requesting approval for additional rental if the expenditure exceed the City Manager's procurement authority.

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	30,094.29				
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
Cummins_Sales_and_Service_RESOLUTION.doc	RESOLUTION	8/14/2017	Resolution
fiscal_impact_form__for_the_emergency_generator_repair.doc	Exhibit A Fiscal Impact	8/11/2017	Exhibit
07_28_17_Memo_-Emergency_Generator.pdf	07 28 17 Memo - Emergency Generator	8/11/2017	Backup Material
08_02_17_Emergency_Generator_Repairs.pdf	08 02 17 Memo - Emergency Generator Repairs	8/11/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	8/11/2017 - 5:03 PM
Purchasing	Little, Rickey	Approved	8/12/2017 - 11:36 AM
Finance	sherman, randy	Approved	8/14/2017 - 7:47 AM
Attorney	Lina Busby, Lina	Approved	8/15/2017 - 11:19 AM
City Clerk	Burgess, Jackie	Approved	8/15/2017 - 1:50 PM
City Manager	Evans, Jonathan	Approved	8/15/2017 - 4:14 PM

RESOLUTION NO. _____

A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA RATIFYING THE CITY MANAGER'S AUTHORIZATION FOR CUMMINS SALES AND SERVICE OF WEST PALM BEACH, FLORIDA, TO MAKE EMERGENCY BACK-UP GENERATOR REPAIRS IN THE AMOUNT NOT TO EXCEED \$30,094.29; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN (10%); AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER THE WORK HAS BEEN COMPLETED FROM ACCOUNT NO. 412-1437-5330-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility District is responsible for processing water for the residents and business throughout the City of Riviera Beach; and

WHEREAS, the District maintains an emergency back-up generator that allows the Water Plant to continue functioning during episodes of power failure; and

WHEREAS, on July 28, 2017, during a routine check it was discovered that the generator was inoperable and the City Manager authorized staff to take measures to secure a replacement and take steps to have the current generator evaluated; and

WHEREAS, Cummins Sales and Service is the authorized dealer for the generator and provided the District with an estimate for repairs.

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

SECTION 1: The Utility Special District Board ratifies the City Manager's authorization to Cummins Sales and Service to make emergency repairs to the Water Plant Generator.

RESOLUTION NO. _____
PAGE 2

SECTION 2: The Utility District Finance Director is authorized to make payment for same from 412-1437-5330-6405 in the amount not to exceed \$30,094.29.

SECTION 3: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this _____ day of _____, 2017.

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APPROVED:

KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

TONYA DAVIS JOHNSON
CHAIR PRO-TEM

LYNNE L. HUBBARD
BOARD MEMBER

DAWN S. PARDO
BOARD MEMBER

TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

T. DAVIS _____

K. MILLER-ANDERSON _____

L. HUBBARD _____

TONYA DAVIS JOHNSON _____

D. PARDO _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT,
DISTRICT ATTORNEY

DATE: _____

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

	Fiscal Years 20 <u>17</u>	20 <u>18</u>	20 <u>19</u>	20 <u>20</u>	20 <u>21</u>
Capital Expenditures	\$ <u>30,094.20</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Operating Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ <u>30,094.29</u>	\$ _____	\$ _____	\$ _____	\$ _____
NO. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?	Yes <u>X</u> No _____				
Budget Account No.:	_____	Fund <u>412</u> Dept/Division <u>1437</u> Org. <u>5330</u> Object <u>6405</u>			
Reporting Category	_____				

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

The operating cost for the generator are currently outlined in the existing Utility special District budget.

Operating costs include generator maintenance and fuel which is currently budgeted.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department

Purchasing and Grants


B. Other Department Review:

Department Director


CITY OF RIVIERA BEACH

UTILITY SPECIAL DISTRICT

INTER-DEPARTMENTAL COMMUNICATION

TO: JONATHAN E. EVANS, CITY MANAGER  *approved 7/28/2017 2:58 PM*

FROM: TROY F. PERRY, INTERIM EXECUTIVE DIRECTOR OF UTILITIES

DATE: JULY 28, 2017 

SUBJECT: EMERGENCY GENERATOR

Please be advised, during an emergency generator test today, it was discovered that the emergency generator has a major leak and is inoperable. This generator provides emergency power to the entire water plant. We are in the process of having a representative from Cummings visit the Water Plant to evaluate the equipment to determine if anything can be done to service the generator. If not, we will have to utilize a portable emergency generator. We are currently trying to make arrangements to secure a temporary generator and have it installed to provide emergency power if needed. This will also require additional services from an electrician. I will keep you informed of the process.

Should you have any questions, please contact my office.

TFP

C: Randy Sherman, Director of Finance and Administrative Services
Rick Little, Interim Purchasing Director
Department file



QUOTE
** COPY **

HercRentals™

Show R.A. Number on all Correspondence

R.A. No. 51069252

Page 1 of 1

BRANCH: 358	BILL TO CUSTOMER: 4285024	SHIPPING ADDRESS
HERC PROSOLUTIONS CUTLER BAY 19380 SW 108 AVENUE CUTLER BAY, FL 33157 305-278-3940	CITY OF RIVIERA BEACH PO DRAWER 10882 RIVIERA BEACH, FL 33418-0882	LS PARK AVENUE PARK AVENUE AND YACHT HARBOR RIVIERA BEACH, FL 33403 561-844-5254

DESCRIPTION/CHARGES

EST START: 7/29/17 12:00 EST RETURN: 8/12/17 12:00 DROP DATE: _____
 SHIPPED BY: ORDERED BY: DAVID DANFORD DROP TIME: _____
 ORDER DATE: 7/28/17 SALESPERSON: 208 SALES COORDINATOR: STEVE R. RUA
 RENTAL TAX (J) AIM: MUNICIPAL/CITY TAX DOCUMENT #: 002011623534C Rates subject to availability
 PO# / JOB#: QUOTE / LS PARK AVENUE

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
1	1000KW GENERATOR DSL 5012190	B/	3000.00	500.00	3000.00	5500.00	13500.00	11000.00
32	CABLE 4/0 SOFT CABLELOCK 9400815	B/	23.00	3.83	23.00	81.00	127.00	4064.00
16	FEMALE FISTAIL 4/0 UNDER 10FT 9400870	B/	8.00	1.33	8.00	13.00	30.00	416.00

* * * Items are priced per piece * * *

DELIVERY CHARGE	2000.00
PICKUP CHARGE	2000.00
Taxable Sub-total: 0.00	Sub-total: 19480.00
	Total: 19480.00

For GREAT DEALS on USED EQUIPMENT - visit us on-line at HercRentals.com

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE

Notwithstanding payment of the RPP fee, Customer is liable for all damage to the Equipment and expense of repair caused by the Equipment being used or operated in violation of the terms and conditions on the Reverse Side of this page or in violation of the RENTAL PROTECTION PLAN GUIDE.

PARAGRAPH 12 ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (1) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (2) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DEMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT HE HAS FULLY INSPECTED THE EQUIPMENT AND THAT HE IS IN FULL COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS GOVERNING THE USE, POSSESSION OR OPERATION OF THE EQUIPMENT. THE EQUIPMENT DESCRIBED HEREIN IS RENTED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE OF THIS PAGE. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

Environmental and Hazardous Materials - PLEASE BE AWARE that Herc Rentals and its subsidiaries and Environmental Surcharge with respect to asbestos, lead, radon, asbestos, asbestos and asbestos covered rental equipment. The Surcharge is designed by Herc to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to hazardous materials such as handling, managing, storing, disposing of waste materials that contain hazardous substances (e.g., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation of "brown" industries at Herc and (3) the operation and use of vehicles in Herc's business with engine using advanced emission control technologies. The Surcharge amount may be changed from time to time at Herc's discretion. THIS SURCHARGE IS NOT A TAX OR GOVERNMENT IMPOSED CHARGE.

RENTAL PROTECTION PLAN (RPP) IS NOT INSURANCE. The Charge for RPP is 15% of gross rental charges. Customer accepts of the RPP. If Customer accepts the RPP, in consideration of the charge above, they agree to waive certain claims against customer for loss of or damage to equipment, in accordance with the terms and conditions set forth in the Rental Agreement and in the RENTAL PROTECTION PLAN GUIDE which Customer should review before deciding whether to purchase RPP. By accepting the Rental Protection Plan and paying the additional fee, Herc will limit the equipment repair or replacement cost to a maximum of \$5000 per item or 10% of the repair or replacement cost, including tax, whichever is less. You are responsible for any loss or damage up to the amount. RPP does NOT cover damage to third and other persons by the use, operation, use, purchase or other actions involved in the use of the equipment.

Customer acknowledges that the Equipment will be returned in a good, clean and unobstructed condition, free of any and all hazardous substances.

Print name of renter

Title

Terms are Net 10 Days

Not valid without Barcode

Customer Signature

Date

Carefully read the terms and conditions that appear above and on reverse side of this page



CITY OF RIVIERA BEACH

PO BOX 10682
RIVIERA BEACH FL 33419-1682

PURCHASE ORDER: 118090

Page: 1 of 1



***** VENDOR *****

HERC RENTALS INC.
PO BOX 650280
DALLAS TX 75265-0280

***** DELIVER TO *****

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT
800 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
07.29.2017	08.28.2017	RL	RIV BCH	NET 30 DAYS	438724	RLITTLE

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
UA006490	1246-1	(800)654-4740		SANDRA ELROD

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		1000KW GENERATOR DSL 5012100	11,000.0000	11,000.00	411-1437-533-0-6405
2	1.00		CABLE 4/0 50FT CAMLOCK 9400815	4,064.0000	4,064.00	411-1437-533-0-6405
3	1.00		FEMALE PIGTAIL 4/0 UNDER 10FT 9400870	416.0000	416.00	411-1437-533-0-6405
4	1.00		DELIVERY CHARGE	2,000.0000	2,000.00	411-1437-533-0-6405
5	1.00		PICKUP CHARGE	2,000.0000	2,000.00	411-1437-533-0-6405
			THIS EMERGENCY GENERATOR RENTAL IS NEEDED FOR BACKUP POWER FOR THE WATER TREATMENT PLANT.			
				** TOTAL **	19,480.00	

VENDOR INSTRUCTIONS:

- MAIL INVOICES TO: CITY OF RIVIERA BEACH
600 W. BLUE HERON BLVD.
RIVIERA BEACH, FL 33404
ATTENTION: ACCOUNTS PAYABLE
- INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
- PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS
ORDER WITHOUT PRIOR APPROVAL BY THE RIVIERA BEACH PURCHASING
- ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS,
PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
- STATE TAX EXEMPT#: 9975229 EIN: 59-6000417
- IF YOU HAVE QUESTIONS, PLEASE CALL (561) 845-4180.

SPECIAL INSTRUCTIONS:


PURCHASING DIRECTOR


INTER-DEPARTMENTAL COMMUNICATION

TO: JONATHAN E. EVANS, CITY MANAGER

FROM: TROY F. PERRY, INTERIM EXECUTIVE DIRECTOR OF UTILITIES

DATE: AUGUST 2, 2017

SUBJECT: EMERGENCY GENERATOR REPAIRS



This correspondence is a follow-up to my memorandum dated July 28, 2017, and the meeting with you, Ms. Hoskins and Mr. Littles regarding the Water Plant emergency generator.

As you know, on Friday, July 28, 2017, at approximately 3:00 p.m. it was determined that the Water Plant emergency generator was inoperable. The generator is made by Cummings and they were notified and asked to respond and evaluate the problem. Based on the evaluation conducted by Cummings Generator Sales and Service, it was determined the generator could not be repaired until next week based on their preliminary assessment. As a result, staff was forced to secure an emergency back-up portable generator that is capable of powering the water plant in the event of a power failure. Staff contacted several local vendors but the companies did not have the recommended size generator available, however staff was able to secure a 1000kw generator from Herc Rentals, at a cost of \$19,180.00 per month, including cables and other accessories. The generator was shipped from Atlanta and installed by Grid One Electric on Saturday, July 29, 2017. The generator is currently ready to function if needed.

On Monday, July 31, 2017, Cummings Generator Sales and Service provided the District with an estimate of approximately \$30,094.29 to repair the generator. The company reminded us that this is just an estimate depending on what is discovered when the generator is disassembled.

While the purchase of two (2) new emergency generators are currently budgeted in the capital plan, I will be meeting with one of the engineering firms currently retained by the District to determine how we can move forward with design plans to purchase and install one (1) new generator that can service the entire water plant which includes the stripper towers, that currently has a designated generator. Both generators are located inside buildings and must be replaced with new generators that comply with new environmental regulations. As part of the overall plan, I also recommend installing the new generator outside and reallocate that space.

I will prepare an agenda item for the Board's approval, however, I am recommending that we move forward with the repairs to eliminate the month rental costs to Herc Rentals.

Should you have any questions, please contact my office.

TFP

C: Randy Sherman, Director of Finance and Administrative Services
Rick Little, Interim Purchasing Director
Department file



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.

Remit to: Cummins Power South
P. O. Box 403896
Atlanta, GA 30384-3896

WEST PALM BEACH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404-
(561)840-7281

INVOICE NO

ESTIMATE

Remit To: P. O. Box 403896
Atlanta, GA 30384-3896

BILL TO

CITY OF RIVIERA BEACH
PURCHASING DEPT
PO DRAWER 10682
2391 AVE L
RIVIERA BEACH, FL 33419-

OWNER

CITY OF RIVERIA BEACH
PURCHASING DEPT
PO DRAWER 10882
RIVIERA BEACH, FL 33419-
DEVON HILL - 561 8454057

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
31-JUL-2017 01:04PM		21-MAR-2017	KTA 50 G1		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
211968		21-MAR-2017	33121729		1000DFLA
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
39107					20

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN F920472952

COMPLAINT

GENSET WILL NOT SHUT DOWN.

600 BLUE HERION BLVD
RIVIERA BEACH

MR BOOKER 561-758-3469

REPLACE OIL COOLER, RADIATOR, REPLACE ALL GASKET NEED TO MAKE THIS REPAIR

REPLACE TURBO ID NEEDED

REPLACE COOLANT

REPLACE OIL AND OIL FILTERS

CAUSE

GENSET WILL NOT SHUT DOWN.

COVERAGE

BILLABLE TO CUSTOMER

DIAGNOSTIC CHARGE: 0.00

1	0	3635074	CORE,COOLER	CECO	284.33	284.33
1	0	3644502	GASKET,GEAR HOUSING	CECO	87.57	87.57
1	0	4376118RX	KIT,WATER PUMP	DRC	954.05	954.05
1	0	3028990D	PUMP,WATER KT/KTA	CLEAN	937.50	937.50
-1	0	3028990D	PUMP,WATER KT/KTA	DIRTY	937.50	- 937.50
1	0	3801887RX	TURBO, HC5A	DRC	2,513.24	2,513.24
1	0	3801849D	TURBO,HC5A	CLEAN	750.00	750.00
-1	0	3801849D	TURBO,HC5A	DIRTY	750.00	- 750.00
4	0	3177942	GASKET,TURBOCHARGER	CECO	11.43	45.72
1	0	4352579	SET,SINGLE HEAD GASKET	CECO	227.88	227.88

Completion date : 21-Mar-2017 06:14PM. Estimate expires : 20-Apr-2017 04:14PM.

Billing Inquiries? Call (404) 763-0151

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.
Remit to: Cummins Power South
P. O. Box 403896
Atlanta, GA 30384-3896

WEST PALM BEACH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404-
(561)840-7281

INVOICE NO

ESTIMATE

Remit To: P. O. Box 403896
Atlanta, GA 30384-3896

BILL TO

CITY OF RIVIERA BEACH
PURCHASING DEPT
PO DRAWER 10682
2391 AVE L
RIVIERA BEACH, FL 33419-

OWNER

CITY OF RIVIERA BEACH
PURCHASING DEPT
PO DRAWER 10882
RIVIERA BEACH, FL 33419-
DEVON HILL - 561 8454057

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
31-JUL-2017 01:04PM		21-MAR-2017	KTA 50 G1		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
211968		21-MAR-2017	33121729		1000DFLA
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
39107					20

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		F920472952					
1		0	MISC	MISC, GASK/BOLT/ FILTER	NONSTOCK	3,000.00	3,000.00
50		0	CC2825	ES COMP EG	FLG	13.11	655.50
80		0	773780	OIL, PREM BLUE 1 GALLON	VALVOLINE	14.99	1,199.20
PARTS:							8,967.49
PARTS COVERAGE CREDIT:							0.00 CR
TOTAL PARTS:						8,967.49	
SURCHARGE TOTAL:							0.00
LABOR:							10,591.80
LABOR COVERAGE CREDIT:							0.00 CR
TOTAL LABOR:						10,591.80	
MISC.:							10,535.00
MISC. COVERAGE CREDIT:							0.00 CR
TOTAL MISC.:						10,535.00	
ROAD MILEAGE							35.00
OUTSIDE REPAIR							10,500.00
TAX EXEMPT NUMBERS:							
LOCAL							0.00

Completion date : 21-Mar-2017 06:14PM. Estimate expires : 20-Apr-2017 04:14PM.

Billing Inquiries? Call (404) 763-0151

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 30,094.29

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 30,094.29

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

CUMMINS POWER SOUTH

Cummins Power South Reserves the right to require cash payment on any transaction even if credit has been granted in the past.

LIMITED WARRANTY AND CONDITIONS OF SALE

The following limited warranties apply to all Cummins Power South facilities. Cummins Power South and CPS are synonymous in the following information.

Condition of Sale for Cummins and Cummins Recon Engines

1. Installing a Cummins or Cummins Recon engine for any purpose other than for its intended application provided on the engine's dataplate may be a violation of federal law subject to civil penalty.
2. Cummins Recon engines cannot be installed in new vehicle or equipment.
3. The Cummins Recon engine to be installed is to be of the same or newer model year as the model year of the engine, or engine with aftertreatment system, it is replacing, or if this is unknown, the model year of the vehicle or equipment in which it is to be used.

New Cummins Engines-Parts-Components-Accessories

Cummins Power South(CPS) will administer the warranty of Cummins Inc. for new Cummins engines and parts and will administer the warranties for other manufacturers of new engines, equipment, accessories and components which are sold by CPS in the event of defect in such items only such manufacturers warranties will apply. Copies of warranty certificates provided by the equipment manufacturers are available upon request.

Rebuilt Engine Warranties Diesel Recon Co. Rebuilt Exchange Engines

CPS will administer the warranty of Diesel Recon Co. for Diesel Recon Co. rebuilt engines. In the event of defect in such engines only the Diesel Recon Co. warranty will apply. A copy of the Diesel Recon Co. warranty certificate is available upon request.

Rebuilt Engine Warranties CPS Rebuilt Exchange Engines

CPS warrants any CPS rebuilt exchange engine sold by it to be free from defects in materials and workmanship under normal use and service for one year from the date of delivery to the first retail purchaser or 100,000 miles or 3,600 hours of operations, whichever occurs first, its obligation under this warranty being limited to repair or replacement, at CPS's option of any defective part or parts. This warranty covers 100% parts and labor, less warranty limitations for six months or 50,000 miles at which time labor is prorated to 50% of the remainder of the one year or 100,000 mile warranty.

Exchange components Warranties Recon and Other Exchange Components

CPS will administer Diesel Recon Co. exchange component warranties as well as the warranties of other manufacturers of exchange components, which are sold by us. In the event of defect in such items, only such manufacturer warranties will apply. Copies of warranty certificates provided by the component manufacturer are available upon request.

Exchange Components Warranties CPS Rebuilt Exchange Components

CPS warrants any CPS rebuilt exchange components sold by it to be free from defects in materials and workmanship under normal use and service for six months from the date of delivery to the first retail purchaser, its obligations under this warranty being limited to repair or replacement, at CPS's option, of any defective component. CPS warrants any rebuilt exchange (DX) cylinder heads to be free from defects in material or workmanship under normal use and service for a period of three months from the date of sale to the first retail purchaser or 25,000 miles, whichever first occurs.

General Service Work Warranty

CPS warrants repair work performed by CPS to be free from defects in workmanship under normal use and service for three months or 25,000 miles or 900 hours of operation whichever occurs first, its obligation under this warranty being limited to repair or replacement, at CPS's option, of any parts damaged as a result of faulty workmanship.

Due to possible internal defects CPS will not warranty reused magnafluxed parts.

Parts left in the equipment or reused in the recondition of equipment and any portions of the equipment not affected in the reconditioning of the equipment will be covered only by previous warranties, if any.

Warranty Procedure

All Parts supplied and repair work done by CPS which may be the subject of any manufacturer's warranty will be billed to the owner by CPS and shall be paid for in the normal manner while a warranty claim is being initiated with the manufacturer and the alleged defective parts are being examined. If and when CPS receives a credit from the manufacturer as a result of warranty this credit will be credited to the owner of the equipment.

Warranty Limitations

CPS shall in no event be liable for failures resulting from owner or operator abuse or neglect such as operation without adequate coolant, fuel or lubricants, overfueling, overspeeding, lack of maintenance of lubricants, fuels, cooling, or air intake systems, improper storage, starting, warm-up, run in or shut down practices.

CPS shall in no event be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc; communication expenses meals, lodging and incidental expenses incurred by owner or employees of owner "down-time" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.

CPS shall in no event be liable for failures resulting from improper repair by others or the use of parts not approved by CPS.

The warranties set forth above are the sole warranties of CPS and are in lieu of any other warranties. There are not other warranties of merchantability and fitness for a particular purpose. CPS shall not be liable in any event for any incidental or consequential damages. It's only obligations under its limited warranty being those set forth above. No oral or written statements or representations shall be binding upon CPS unless endorsed hereon and signed by CPS's authorized representative.

Affirmative Action

Cummins Power South is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference.

USED, REBUILT or RECONDITIONED PARTS

Rebuilt or Reconditioned components will be noted with a suffix of 'RX', 'NX' or 'DX' in the line item part number. CPS will reuse original parts as deemed appropriate, However, CPS will not sell and or install used parts unless specifically agreed to with the buyer and so noted on estimates and invoices.

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

Meeting Date: 8/21/2017

Agenda Category:

Subject: Approval of the Aquifer Maintenance & Performance Systems Inc. for well, pump and motor rehabilitation services.

Recommendation/Motion: Staff recommends that the Utility Special District Board approves the contract with Aquifer Maintenance & Performance Systems, Inc.(AMPS) in an amount not to exceed \$150,000 to provide Well, Pump and Motor Rehabilitation Services under a piggy-back of the City of Palm Bay contract awarded on July 20, 2017.

Originating Dept	UTILITY DISTRICT	Costs	\$150,000
User Dept.	Utility District	Funding Source	
Advertised	No	Budget Account Number	413-1437-533-0-6304
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

On May 23, 2017, the City of Palm Bay, Florida issued a Request For Proposal #45-0-2017 for Well, Pump and Motor Rehabilitation Services. On July 20, 2017, the City of Palm Bay awarded Aquifer Maintenance & Performance Systems, Inc. (AMPS) the contract to provide Well, Pump and Motor Rehabilitation Services. This contract allows AMPS to provide the same services to other agencies under the same conditions and pricing. The City of Riviera Beach would like to piggy-back the contract with AMPS to provide Well, Pump and Motor Rehabilitation Services. These services are necessary for the repair, rehabilitation/replacement, and maintenance of the 27 groundwater wells located in the eastern and western wellfields to provide water supply throughout the utility service area.

Fiscal Years	2017
Capital Expenditures	150,000
Operating Costs	
External Revenues	
Program Income (city)	
In-kind Match (city)	
Net Fiscal Impact	150,000
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
2016_AMPS_RESOLUTION.doc	RESOLUTION	8/11/2017	Resolution
2017_0811_RECOMMENDATION_AMPS.pdf	Recommendation Memo	8/11/2017	Backup Material
AMPS_CONTRACT.doc	MATERIALS AND/OR SERVICE CONTRACT	8/11/2017	Agreement
AMPS_EXHIBIT_A-1.pdf	AMPS EXHIBIT A-1	8/11/2017	Exhibit
Notice_of_Award_Contract_Information_PALM_BAY_45-0-2017_WELL_PUMP_AND_MOTOR_REHABILITATION_TABULATION.pdf	PALM BAY NOTICE OF AWARD	8/10/2017	Backup Material
PALM_BAY_-_AMPS_agrmnt_ins_45_2017_well_rehab.pdf	PALM BAY AGREEMENT	8/10/2017	Backup Material
45-0-2017_Well_Pump_and_Motor_Rehabilitation.pdf	EXHIBIT A	8/10/2017	Exhibit
Exhibit_B.pdf	EXHIBIT B	8/15/2017	Exhibit
AMPS_Submittal.pdf	AMPS SUBMITTAL	8/15/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	8/11/2017 - 6:16 PM
Purchasing	Little, Rickey	Approved	8/12/2017 - 11:33 AM
Finance	sherman, randy	Approved	8/14/2017 - 7:34 AM
Attorney	Lina Busby, Lina	Approved	8/14/2017 - 4:00 PM
City Clerk	Burgess, Jackie	Approved	8/15/2017 - 1:13 PM
City Manager	Evans, Jonathan	Approved	8/15/2017 - 4:13 PM

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC. OF WEST PALM BEACH, FLORIDA, BY PIGGY-BACKING ON THEIR CONTRACT WITH THE CITY OF PALM BAY FLORIDA FOR WELL, PUMP AND MOTOR REHABILITATION SERVICES; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN AMOUNT NOT TO EXCEED \$150,000 FROM ACCOUNT NO. 413-1437-5330-6304; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Aquifer Maintenance & Performance Systems, Inc. was awarded a contract to provide Well, Pump and Motor Rehabilitation Services to the City of Palm Bay, Florida on July 20, 2017; and

WHEREAS, this contract allows Aquifer Maintenance & Performance Systems, Inc. to supply the subject services to other agencies under the same conditions and prices; and

WHEREAS, the City of Riviera Beach Utility Special District wishes to piggyback off of the City of Palm Bay, Florida contract.

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

SECTION 1: That the Utility Special District Board approves the contract for Aquifer Maintenance & Performance Systems, Inc. in an amount not to exceed \$150,000 to provide Well, Pump and Motor Rehabilitation Services via a piggy-back of the City of Palm Bay contract awarded on July 20, 2017.

SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and Aquifer Maintenance & Performance Systems, Inc.

SECTION 3: The District Finance Director is authorized to make payment for same from 413-1437-5330-6304 in the not to exceed amount of \$150,000.

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

PASSED AND APPROVED this _____ of _____.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

APPROVED:

KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

TONYA DAVIS JOHNSON
CHAIR PRO-TEM

LYNNE L. HUBBARD
BOARD MEMBER

DAWN S. PARDO
BOARD MEMBER

TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

T. DAVIS _____

K. MILLER-ANDERSON _____

L. HUBBARD _____

TONYA DAVIS JOHNSON _____

D. PARDO _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT,
DISTRICT ATTORNEY

DATE: _____

PURCHASING DEPARTMENT

INTER—DEPARTMENTAL COMMUNICATION

To: TROY PERRY, ACTING EXECUTIVE DIRECTOR

From: PAMELA DALEY, SENIOR PROCUREMENT SPECIALIST

Through: RICKEY LITTLE, INTERIM PURCHASING DIRECTOR

Date: AUGUST 9, 2017

Subject: RECOMMENDATION: SPJ 919-17-4 AMPS

Please be advised that the Purchasing Department partnered with the Utility District in securing a piggyback contract for services, parts and repair of wells, pumps and motor rehabilitation services utilizing the City of Palm Bay contract (45-0-2017/ET) with Aquifer Maintenance and Performance System, Inc. (AMPS).

Purchasing has reviewed this request and has determined that the immediate need to secure services warrants the piggyback agreement that the City of Palm Bay holds. The City of Palm Bay's contract with AMPS terms are as follows, one (1) year with four (4) additional 1 –year renewal options. The current contract term is valid through July 19, 2018.

Accordingly, the Purchasing Department recommends approval of the piggyback contract with Aquifer Maintenance and Performance Systems, Inc. (AMPS) of West Palm Beach, Florida.

Attachments

Cc:

Purchasing File

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M94494

Entity Name: AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC.

Current Principal Place of Business:

7146 HAVERHILL ROAD N.
WEST PALM BEACH, FL 33407

Current Mailing Address:

7146 HAVERHILL ROAD N.
WEST PALM BEACH, FL 33407 US

FEI Number: 65-0071672

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

RICHARD, LANCE P
51 EAST OCEAN BLVD
STUART, FL 34994 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name MURRAY, JAMES
Address 3679 SW ST. LUCIE SHORES
City-State-Zip: PALM CITY FL 34990

Title TS
Name PRINDIBLE, JAYNE
Address 2631 NW 9TH TERRACE
City-State-Zip: WILTON MANORS FL 33311

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAYNE L PRINDIBLE

SECRETARY/TREASURER 05/22/2017

Electronic Signature of Signing Officer/Director Detail

Date

Detail by Entity Name

[Florida Department of State](#)

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC.

Filing Information

Document Number	M94494
FEI/EIN Number	65-0071672
Date Filed	08/16/1988
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/04/1991
Event Effective Date	NONE

Principal Address

7146 HAVERHILL ROAD N.
WEST PALM BEACH, FL 33407

Changed: 03/29/2010

Mailing Address

7146 HAVERHILL ROAD N.
WEST PALM BEACH, FL 33407

Changed: 03/29/2010

Registered Agent Name & Address

RICHARD, LANCE P
51 EAST OCEAN BLVD
STUART, FL 34994

Name Changed: 10/22/2008

Address Changed: 10/22/2008

Officer/Director Detail

Name & Address

Title P

8/11/2017

Detail by Entity Name

MURRAY, JAMES
3679 SW ST. LUCIE SHORES
PALM CITY, FL 34990

Title TS

PRINDIBLE, JAYNE
2631 NW 9TH TERRACE
WILTON MANORS, FL 33311

Annual Reports

Report Year	Filed Date
2015	02/21/2015
2016	03/08/2016
2017	05/22/2017

Document Images

05/22/2017 -- ANNUAL REPORT	View image in PDF format
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05/28/2008 -- ANNUAL REPORT	View image in PDF format
05/17/2007 -- ANNUAL REPORT	View image in PDF format
03/23/2006 -- ANNUAL REPORT	View image in PDF format
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01/07/2004 -- ANNUAL REPORT	View image in PDF format
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05/11/1998 -- ANNUAL REPORT	View image in PDF format
05/08/1997 -- ANNUAL REPORT	View image in PDF format
06/24/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Daley, Pamela

From: Ralph Tipton <Ralph.Tipton@palmbayflorida.org>
Sent: Thursday, August 10, 2017 1:55 PM
To: Daley, Pamela
Subject: RE: Request to Piggyback AMPS
Attachments: 45-0-2017 Well, Pump and Motor Rehabilitation Services Tabulation.pdf

Pamela,
Piggybacking is not a problem. I have attached a copy of the bid tabulation for the solicitation. If you want the actual submittal, let me know and I will scan and send to you.
Thanks,



Down to Earth And Up To Great Things™

321.952.3424 or ext. 3426

120 Malabar Rd SE – Palm Bay FL 32907 | Fax: 321-952-3401 | ralph.tipton@pbfl.org

From: Daley, Pamela [<mailto:PDaley@Rivierabch.com>]
Sent: Thursday, August 10, 2017 12:39 PM
To: Ralph Tipton <Ralph.Tipton@palmbayflorida.org>
Subject: FW: Request to Piggyback AMPS

Ralph,

Please see that attached request.

Thanks,

PAMELA DALEY, MBA CPPT
Senior Procurement Specialist

2051 MLK BLVD., #310
RIVIERA BEACH, FLORIDA 33404
P. 561.845.4082 | F. 561.842.5105
pdaley@rivierabch.com

IFB #45-0-2017			Aquifer Maintenance & Performance Systems, Inc		
Well Repairs, Maintenance and Rehabilitation Services			7146 Haverhill Road N		
			West Palm Beach FL 33407		
			561-494-2844 / 561-494-2944		
ITEM	ITEM DESCRIPTION	UOM	Mon - Fri 7 am - 5 pm	Mon - Fri 5:30 pm - 7 am	Weekends / Holidays
LINE ITEM PRICING					
1	Well Drill	per foot	\$38.05	\$38.05	\$43.05
2	Well Service Rig	per hour	\$185.00	\$185.00	\$195.00
3	Pump Service Rig	per hour	\$100.00	\$100.00	\$110.00
4	Cement work or demolition	per hour	\$65.00	\$65.00	\$75.00
5	On Site Welding Unit	per hour	\$85.00	\$85.00	\$95.00
6	Machine Shop Welding	per hour	\$45.00	\$45.00	\$65.00
7	Pump / Well Technician	per hour	\$90.00	\$90.00	\$100.00
8	Chemical Treatment	per hour	\$75.00	\$75.00	\$95.00
9	Well abandonment	per hour	\$115.00	\$115.00	\$125.00
10	Specific Gravity Test, before / after rehab	per hour	\$50.00	\$50.00	\$75.00
11	Well Development / Redevelopment	per hour	\$185.00	\$185.00	\$200.00
12	Chemical disinfection of well after rehab	per hour	\$75.00	\$75.00	\$85.00
13	Pump Motor Retrieval	per hour	\$135.00	\$135.00	\$150.00
14	Misc work - normal business hours	per hour	\$150.00	\$150.00	\$165.00
15	Misc work - non normal business hours	per hour	\$175.00	\$175.00	\$175.00
16	Flow Meter Maintenance & Calibration	per hour	\$45.00	\$45.00	\$60.00
17	Deep Well Pump Maintenance	per hour	\$125.00	\$125.00	\$15.00
18	Well / Pump / Motor maintenance	per hour	\$45.00	\$45.00	\$55.00
19	Raw water disposal	per hour	\$15.00	\$15.00	
20	Airlift Well	per hour	\$185.00	\$185.00	\$200.00
21	Pump Test	per hour	\$160.00	\$160.00	\$175.00
22	Swabbing	per hours	\$115.00	\$115.00	\$130.00
23	Reports (other than weekly status reports)	per report	\$1,000.00	\$1,000.00	\$1,000.00
24	Water Storage Tank Residual Cleaning	per tank	\$5,000.00	\$5,000.00	\$6,000.00
25	Down hole video surveys	per video	\$500.00	\$500.00	\$550.00
26	360 Degree Video	per video	\$1,200.00	\$1,200.00	\$1,250.00
27	Mobilize, demobilize & cleanup	per well	\$500.00	\$500.00	\$600.00
28	Wellhead / pump removal, cleaning & reinstall	per well	\$2,000.00	\$2,000.00	\$2,000.00
29	Well Acidification / EPA	per well	\$2,000.00	\$2,000.00	\$2,200.00
30	Chlorine Maintenance of Wells	per well	\$225.00	\$225.00	\$250.00
31	percent Markup for Parts supplied / installed			13.5%	

IFB #45-0-2017				Aquifer Maintenance & Performance Systems Inc	
Well Repairs, Maintenance and Rehabilitation Services				7146 Haverhill Road N	
				W Palm Beach FL 33407	
				561-494-2844/561-494-2944	
ITEM	ITEM DESCRIPTION	UOM	QTY	Unit Price	Total Price
SCENARIO OF SERVICES					
7	Pump / Well Technician	HR	18	\$90.00	\$1,620.00
8	Chemical Treatment	HR	10	\$75.00	\$750.00
10	Specific Gravity Test, before / after rehab	HR	7	\$50.00	\$350.00
11	Well Development / Redevelopment	HR	19	\$185.00	\$3,515.00
12	Chemical disinfection of well after rehab	HR	6	\$75.00	\$450.00
14	Misc work - normal business hours	HR	55	\$150.00	\$8,250.00
18	Well / Pump / Motor maintenance	HR	56	\$45.00	\$2,520.00
20	Airlift Well	HR	23	\$185.00	\$4,255.00
21	Pump Test	HR	5	\$160.00	\$800.00
25	Down hole video surveys	VIDEO	2	\$500.00	\$1,000.00
27	Mobilize, demobilize & cleanup	WELL	15	\$500.00	\$7,500.00
28	Welhead / pump removal, cleaning & reinstall	WELL	10	\$2,000.00	\$20,000.00
29	Well Acidification / EPA	WELL	3	\$2,000.00	\$6,000.00
30	Chlorine Maintenance of Wells	WELL	134	\$225.00	\$30,150.00
GRAND TOTAL					\$87,160.00

MATERIALS AND/OR SERVICE CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2017 by and between **AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC. (AMPS)**, hereinafter referred to as **“Independent Contractor,”** whose mailing address is **7146 HAVERHILL ROAD N., WEST PALM BEACH, FL 33407**, and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as **“District,”** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the CITY OF PALM BAY, FLORIDA posted a Request For Proposal, to wit, RFP No.: 45-0-2017, hereinafter the “RFP” for Well, Pump and Motor Rehabilitation Services, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

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

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

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

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

official notice to proceed until the end date of this contract, the rate of progress and time of completion being essential conditions of this contract.

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

6. The District agrees to compensate the Independent Contractor in the amount of \$150,000 per year, as set forth in more detail in the fee proposal, attached hereto as Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The District shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District in pursuance of the scope of work contained in herein or in an exhibit.

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

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

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

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

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

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

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

James Murray, President
Aquifer Maintenance & Performance Systems Inc.
7146 Haverhill Road N.
West Palm Beach, FL 33407
ampsjlp@aol.com

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

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

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

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

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

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

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

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

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

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

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

23. If the District elects to make the change, the District shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Executive Director for the District.

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

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

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

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

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

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

and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this Contract.

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE DISTRICT OF RIVIERA BEACH

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

DISTRICT OF RIVIERA BEACH

AQUIFER MAINTENANCE &
PERFORMANCE SYSTEMS, INC.

BY: _____
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

BY: _____
JIM MURRAY
PRESIDENT

ATTEST:

(SEAL)

BY: _____
CLAUDENE L. ANTHONY, CMC
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
ANDREW DEGRAFFENREIDT
DISTRICT ATTORNEY

BY: _____
TROY F. PERRY
INTERIM EXECUTIVE DIRECTOR

DATE: _____

Purchasing Dept. initials

EXHIBIT A-1

II.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

	Fiscal Years 20 <u>17</u>	20 <u>18</u>	20 <u>19</u>	20 <u>20</u>	20 <u>21</u>
Capital Expenditures	<u>\$150,000</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Operating Costs	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

External Revenues	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Program Income (City)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
In-Kind Match (City)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

NET FISCAL IMPACT	<u>\$ 150,000</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
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NO. ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes X No
Budget Account No.: Fund 413 Dept/Division 1437 Org. 5330 Object 6304
Reporting Category

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

The current costs are appropriated in the existing Utility Special District budget to cover well maintenance and refurbishment.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department

Purchasing and Grants

B. Other Department Review:


Department Director

POSTING DATE

July 21, 2017

NOTICE OF AWARD

The City of Palm Bay, Florida during Regular Council Meeting No. 2017-17, July 20, 2017 - 7:00 P.M. at City Hall Council Chambers awarded the following:

Solicitation No.	Title of Solicitation	Contractor Information	Amount of Award
IFB # 45-0-2017	Well Repairs, Maintenance and Rehabilitation Services	Aquifer Maintenance & Performance Systems, Inc. 7146 Haverhill Road West Palm Beach, FL 33407 Phone 561-494-2844 Fax 561-494-2944	Estimated \$200,000 annually
IFB # 12-0-2017	Purchase & Delivery of Liquid Sodium Hypochlorite	<u>PRIMARY</u> Allied Universal Corp 3901 NW 115 Avenue Miami, FL 33178 Phone: 305-888-2623 Fax: 786-522-0215 Email: cristym@allieduniversal.com <u>SECONDARY</u> Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa, FL 33619 Phone: 813-635-0339 Fax: 813-630-2589 Email: pallman@odysseymanufacturing.com	Estimated \$160,000 annually

POSTING DATE

July 21, 2017

NOTICE OF CONSIDERATION TO AWARD

The City of Palm Bay, Florida during Regular Council Meeting No. 2017-17 July 20, 2017 – 7:00 P.M. at City Hall Council Chambers will consider awarding the following:

Solicitation No.
RFP # 36-0-2017

Title of Solicitation
Disaster Recovery Debris Removal
Services

Contractor Information
PRIMARY
Ceres Environmental Services
6968 Professional Pkwy East
Sarasota, FL 34240
Phone: 800-218-4424
Fax: 866-228-5636
dawn.brown@ceresenv.com

Amount of Award
FOR EMERGENCY SITUATION

SECONDARY
AshBritt, Inc.
565 E. Hillsboro Blvd
Deerfield Beach, FL 33441
Phone: 954-725-6992
Fax: 954-725-6991
response@ashbritt.com



July 21, 2017

James Murray
President
Aquifer Maintenance & Performance Systems, Inc.
7146 Haverhill Road N
West Palm Beach, FL 33407

Dear Mr. Murray:

This letter is to notify you that RFP #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services was awarded to your company on July 20, 2017, in full accordance with the terms, conditions and specifications as stipulated in the solicitation document.

The period of this Agreement shall begin on the Effective Date of the Agreement for a one (1) year term. This agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods up to a cumulative total of sixty (60) months.

Please sign this Notice of Award and return it and both signed copies of the Agreement to the City of Palm Bay Procurement Department, 120 Malabar Road SE, Palm Bay, FL 32907.

You are also required to submit your insurance certificate(s) with your acceptance of this notice. The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work.

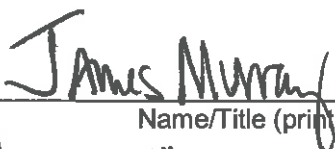

We appreciate your interest in the City of Palm Bay and look forward to future contact with your company.

Sincerely,

CITY OF PALM BAY

Bobbye Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

**AQUIFER MAINTENANCE & PERFORMANCE
SYSTEMS, INC.**

By: 
Name/Title (print)

Signature Date

**SERVICE AGREEMENT FOR WELL REPAIRS, MAINTENANCE
AND REHABILITATION SERVICES**

THIS AGREEMENT, made this 31st day of, July 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and Aquifer Maintenance & Performance Systems, Inc. (65-0071672), 7146 Haverhill Road N., West Palm Beach, Florida 33407, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, Aquifer Maintenance & Performance Systems, Inc. IFB #45-0-2017/ET (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated June 12, 2017, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated 7-31, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated

into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall begin on the Effective Date of the Agreement for a one (1) year term. This agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal, and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges

other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- a. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- b. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- c. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- d. Any patent or copyright infringement by Contractor;
- e. Any lien or other claim by contractor inconsistent with this Agreement;
- f. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable

environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

E. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

F. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- a. Contractor has not performed services on timely basis;

- b. Contractor has refused or failed to supply enough properly-skilled personnel;
- c. Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- d. Contractor has failed to fulfill representations made in this Agreement;
- e. Contractor has refused or failed to provide the Services as defined in this Agreement; or
- f. Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

G. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional

standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

H. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

I. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge

and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty. For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

J. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

b. **Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

- c. Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- d. Pollution Liability: Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- e. Workers' Compensation Coverage:



Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

K. Acceptance

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

L. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

M. Right to Audit Records

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

N. Public Records

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 at the City of Palm Bay purchasing

and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or purchasing@pbfl.org.

O. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

P. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Q. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

R. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

S. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

T. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

U. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

V. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:

James Murray - President
Aquifer Maintenance & Performance
Systems, Inc.
7146 Haverhill Road N.
West Palm Beach, FL 33407

To the City:

Purchasing Agent
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

With a copy to:

City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

W. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City

Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

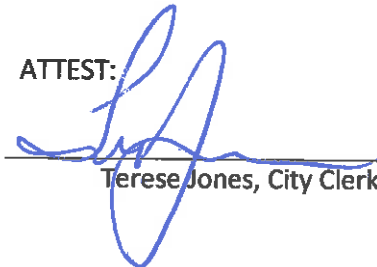
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Approved By City Council On: July 20, 2017

ATTEST:


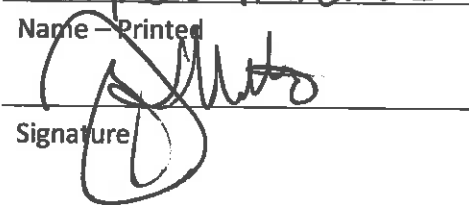

Terese Jones, City Clerk

By:


Bobbye Marsala, Chief Procurement Officer

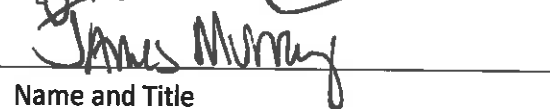
AQUIFER MAINTENANCE &
PERFORMANCE SYSTEMS, INC.

WITNESS:


Name - Printed

Signature

By:


Signature


Name and Title

AMPS, Inc.
Name of Company

7146 Haverhill Road N.
Mailing Address

West Palm Beach FL 33407
City, State, Zip

(561) 494-2044
Telephone Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2017

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

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

PRODUCER Silk Insurance Services 1000 Germantown Pike Suite J-4 Plymouth Meeting PA 19462	CONTACT NAME: Mike Gegerson PHONE (A/C, No, Ext): (610) 994-8600 FAX (A/C, No): (610) 994-8704 E-MAIL ADDRESS: mgegerson@thesilkcompanies.com
INSURED Aquifer Maintenance and Performance Systems Inc 7146 Haverhill Road North West Palm Beach FL 33407	INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance Company INSURER B: Everest INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL1751600438**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input type="checkbox"/>	LHC760312	10/28/2016	10/28/2017	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Dmg Prem Rntd to You \$ 100,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> <input type="checkbox"/>	CP4CA01083-171	5/15/2017	5/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability		LHC760312	10/28/2016	10/28/2017	5,000 deductible 2,000,000
A	Pollution Liability		LHC760312	10/28/2016	10/28/2017	5,000 deductible 2,000,000

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

The City of Palm Bay is an additional insured under the General Liability and Auto Policies. A waiver of Subrogation applies in favor of The City of Palm Bay.

CERTIFICATE HOLDER**CANCELLATION**

City of Palm Bay Utilities 1105 Troutman Boulevard NE Palm Bay, FL 32905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ronald Wilk/MG

ADDITIONAL COVERAGES

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



AQUIF-1

OP ID: DP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2016

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

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

PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A.Peace		CONTACT NAME: Matthew A.Peace PHONE (A/C, No, Ext): 800-538-0487 FAX (A/C, No): 561-626-3153 E-MAIL ADDRESS: dhamby@apins.com		
INSURED Aquifer Maintenance & Performance Systems Inc 7146 Haverhill Rd N West Palm Beach, FL 33407		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: FCCI Insurance Co.		10178
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	001-WC15A-74147	10/03/2016	10/03/2017	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

PALMBAY

City of Palm Bay
Bobby Marsala
120 Malabar Rd SE
Palm Bay,, FL 32907-3009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AQUIF-1

OP ID: DP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2016

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PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A. Peace	CONTACT NAME: Matthew A. Peace	
	PHONE (A/C No. Ext): 800-538-0487	FAX (A/C No.): 561-626-3153
	E-MAIL ADDRESS: dhamby@apins.com	
INSURED Aquifer Maintenance & Performance Systems Inc 7146 Haverhill Rd N West Palm Beach, FL 33407	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FCCI Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EILP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001-WC15A-74147	10/03/2016	10/03/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF PALM BAY City of Palm Bay Bobby Marsala 120 Malabar Rd SE Palm Bay, FL 32907-3009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2017

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PRODUCER Silk Insurance Services 1000 Germantown Pike Suite J-4 Plymouth Meeting PA 19462	CONTACT NAME: Mike Gegerson PHONE (A/C No. Ext): (610) 994-8600 FAX (A/C No.): (610) 994-8704 E-MAIL ADDRESS: mgegerson@thesilkcompanies.com
INSURED Aquiifer Maintenance and Performance Systems Inc 7146 Haverhill Road North West Palm Beach FL 33407	INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance Company INSURER B: Everest INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL1751600438**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	LHC760312	10/28/2016	10/28/2017	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Dmg Prem Rntd to You \$ 100,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CF4CA01083-171	5/15/2017	5/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability		LHC760312	10/28/2016	10/28/2017	5,000 deductible 2,000,000
A	Pollution Liability		LHC760312	10/28/2016	10/28/2017	5,000 deductible 2,000,000

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

The City of Palm Bay is an additional insured under the General Liability and Auto Policies. A waiver of Subrogation applies in favor of The City of Palm Bay.

CERTIFICATE HOLDER**CANCELLATION**

City of Palm Bay Utilities
1105 Troutman Boulevard NE
Palm Bay, FL 32905

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

AUTHORIZED REPRESENTATIVE

Ronald Wilk/MG

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ADDITIONAL COVERAGES

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
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Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



**INVITATION FOR BID #45-0-2017/SB
WELL REPAIRS, MAINTENANCE AND REHABILITATION SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 5/23/2017
Page 1 of 39

PROCUREMENT CONTACT:
Susan Blair - CPPB
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: susan.blair@pbfl.org

**BIDS TO BE RECEIVED NO
LATER THAN 5:00 PM ON
TUESDAY, 6/13/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR Bid	
Bidder Name:	Bids are firm for 90 days
Address:	Yes___ No___ Other_____
City, State, Zip:	Do you accept Visa? <input type="checkbox"/> YES <input type="checkbox"/> NO
Phone Number:	List of Deviations (if any) attached
Fax Number:	Yes___ No___
E-Mail Address:	If submitting a "NO BID", state reason:
FEIN Number:	_____

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services. Bidder's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (typed or printed)

Printed Name & Title

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)			
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Bidder has provided One (1) Original hard-copy Bid (marked " ORIGINAL "), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation			
Bidder has provided the number of one (1) hard copy of their bid (marked " COPY "), as referenced in Section I (page 4)			
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)			
Bidder has submitted the required documents from pages 13, 14 and 15 (bolded)			
Bidder has completed, signed (blue ink) and included their Bid Form			
If applicable, Bidder has provided a signed Conflict of Interest statement			
Bidder completed and included their Reference Form			
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)			
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement			
Bidder has completed and included their Local Preference Certification Statement (not required for Class "D")			
Bidder has included a copy of business tax receipt (occupational license)			
Bidder has signed and notarized & included their Non-Collusion Affidavit			
Bidder has read, understood and submitted all required documentation for bid evaluation.			

 Authorized Signature

 Company

 Printed Name & Title

 Date

SECTION I

INTRODUCTION & INSTRUCTIONS TO BIDDERS

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Bids for Well, Pump and Motor Rehabilitation.

BID DUE DATE & TIME: TUESDAY, JUNE 13, 2017 AT 5:00 P.M. Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Bids are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

NOTE: Bids will not be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 10:00 A.M. on, Wednesday, 6/14/2017. **Only the NAME of the firms who submitted a response to this Invitation for Bid will be read aloud.** The location of the opening will be the Procurement Department, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

All Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, "IFB No. 45-0-2017/SB – Well, Pump & Motor Rehabilitation." Bidder's name and return address should be clearly identified on the outside of the package.

Bidder shall submit two (2) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the Bid complete with all supporting documentation.
- One (1) hard-copy (marked "COPY")

Bids submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids, which do not comply with these requirements, may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with all addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. Addenda are available online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>.

Bids not submitted on the enclosed Bid Form may be rejected, unless stated otherwise in the Bid documents. If a Bidder wishes not to submit a Bid, complete and return the "NO BID RESPONSE" on Page 1.

For information concerning procedure for responding to this Invitation for Bid (IFB), contact Susan Blair – CPPB, Procurement Contract Administrator; Procurement Department at (321) 952-3424. Such contact is for clarification purposes only. Material changes, if any, to the Scope of Services, or Bid procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: Susan Blair – CPPB, Procurement Contract Administrator; Procurement Department. Questions may also be sent via fax at (321) 952-3401 or e-mail at susan.blair@pbfl.org. Questions received less than seven (7) calendar days prior to Bid due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other

interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their Bids.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Bids, and to accept the Bid which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO INVITATION FOR BID: If it becomes necessary to revise or amend any part of this Invitation for Bid, the City's Procurement Department will furnish the revision by written Addendum to all prospective Bidders who are recorded with the City as having received an original Invitation for Bid. Addenda information will be posted online at <http://www.demandstar.com>, and www.publicpurchase.com. Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org/procurement>. Bidders are responsible to check any of these locations for updates.

AWARD - Award will be made to the lowest and best responsible bidder whose Bid is determined by the City, to be in the best interest of the City.

BID ACKNOWLEDGE: By submitting a Bid, the bidder certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

BIDDER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the bidder. The City will not be liable for any costs incurred by the bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CONFLICT OF INTEREST – The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: The submission of a bid in response to this Invitation for Bids constitutes a contractual agreement, at the option of the Successful Bidder, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

ECONOMY OF PREPARATION: The Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders' ability to fulfill the requirements of the Bid.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in Section 38.20 of the City of Palm Bay Code of Ordinance.

- (A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents or representatives) and the City (its members, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following periods:
- (1) From the date of advertising of the solicitation through award of a contract; and
 - (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.
- (B) Exclusions: This requirement shall not prohibit:
- (1) Pre-Bid and Pre-Proposal Meetings: Meetings called or requested by the Chief Procurement Officer and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the City's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Chief Procurement Officer.
 - (2) Solicitation documents may provide for communications from bidders or proposers to designated Procurement Department staff or discussion at meetings called or requested by the City pursuant to this subsection.
 - (3) Addressing the City Council regarding non-procurement topics at public meetings.
 - (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications outside those meetings;
 - (5) Contacts by the City's current contractors but only in regard to:
 - a. any work being performed on City projects unrelated to the solicitation, or
 - b. any City projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
 - (6) Communications between the Chief Procurement Officer or other City representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
 - (7) Contacts by bidders and proposers (actual or potential) and the City regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
 - (8) Communications between the Chief Procurement Officer and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
 - (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.

INFORMALITIES - The City of Palm Bay reserves the right to both waive any informality in Bids and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Bidders are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PUBLIC ENTITY CRIMES – By submission of response to the City's Invitation for Bid on this project, bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, Bids or replies received by an agency pursuant to a competitive solicitation **are exempt** from Section 119.07(1) and 24(a) Article I of the State constitution **until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, Bids, or final replies, whichever is earlier.**

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, Bids, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, Bids, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Procurement Department, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907; 321-952-3424 or procurement@pbfl.org.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on Bid sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The bidder shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked bidder to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Bids will be posted at least five (5) business days in advance of such award. Bidders are responsible to check the following locations for updates on this Bid's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and www.publicpurchase.com. Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org/procurement>. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by contacting the Procurement Department. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

RESPONSIVE BIDDER: A contractor, business entity or individual who has submitted a bid or Bid that fully conforms in all material respects to the IFB and all of its requirements, including all form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

TAX EXEMPTIONS - The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

TERM - The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

TIME FOR CONSIDERATIONS - Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

CONTRACTOR SECURITY ID CARDS: All vendors and contractors who enter into a business arrangement with the City will be required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of their awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, as amended by City Ordinance Number 2007-96. For more information view [Public Protection Act - Chapter 98 in the Code of Ordinances](#).

Your "Contract Employee" is defined as: *"Any individual who is employed regularly, seasonally, on a per diem basis, whether or not compensated, to fulfill a duty or obligation of the contractor in or for the City of Palm Bay. Contract Employee shall not include employees of the contractor who do not perform duties within the city limits or who do not have regular contact with the public as a representative of the City."*

Prior to being issued a City security ID card, the contractor shall complete the [application](#) which acknowledges, under penalty of perjury, that the contract-employee works or provides service for the contractor, whether for compensation or not, and authorizes the issuance of a City security ID card to the Contract Employee. The security ID card will provide limited information identifying the Contract Employee (including, but not limited to, name, date of birth, address, and either a driver's license number or the number of a state-issued identification card), and will provides an expiration date (which shall not be later than the term of the contract).

The City shall retain the right to verify the information contained on the application and shall require the Contract Employee to present his or her driver's license or state-issued identification card prior to sitting for a photograph or being issued a City security card. The City shall retain the right to request fingerprints of the contract-employee and/or conduct a background investigation if it is deemed necessary.

There are a few exceptions to the Public Protection Act which include:

- those who provide a service to the City, where the City is the consumer of such service and the contractor is repairing, maintaining or installing its equipment which has been leased or sold to the City (i.e., a repairman coming into a City office to repair a copy machine, Waste Management emptying dumpsters, etc.) and the Contract Employee has no significant contact with the public, regardless of the existence of a contract or other business arrangement;
- those who provide a service to the City where the City is a recipient of routine deliveries (i.e. Fed-X driver);
- the employees of any contractor whose business has more than five hundred (500) employees and which can document at least one other governmental client which is a county, a county school board, a sheriff's office, a municipality with a population of more than 70,000 persons, the State of Florida or an agency thereof (i.e., Water Management District, County Housing Authority, etc.) or the Federal Government or an agency thereof
- City Risk Manager approval of specific job assignments where the wearing of a security card poses an unusual risk or harm Contractors are responsible to determine how this law applies to their company.

LOCAL PREFERENCE: In accordance with Ordinance #2016-59, Chapter 38 in the City's Code of Ordinances entitled "Procurement Department." Section 38.097 – Local Business Price Preference allows for a Local Preference Policy effective October 1, 2016. The Policy includes:

Definitions: The term "**Business**" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- a. **Class A Business** – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- b. **Class B Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- c. **Class C Business** - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Brevard County.
- d. **Class D Business** – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

Provided that: 1) A Business can only qualify for one class preference level; 2) A Business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Class A, Class B, or Class C status; 3) A Business which operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A, Class B or Class C Business, with respect to the business's location; and 4) The City may require, at the City's discretion, from a Class A or Class B business, evidence of employee's residency through the production of current Florida Drivers Licenses, copies of Brevard County tax bills; current utility bills (i.e. water, electric), or other type of similar documentation that demonstrates that the

employee's residence is physically located within the City of Palm Bay. 5) Post office boxes or mail house mailing addresses do not qualify.

The term "**Budget Cost**" shall mean the estimated cost of the project as determined by the appropriate Department Director and certified to the Chief Procurement Officer prior to the opening of said bid. For multi-year agreements, "Budgeted Cost" will be calculated on the actual estimated annual expenditure; for one-time purchases, calculation will be based on the current year budgeted amount.

Procedures for Granting Local Price Preference in Procurement and Contracting for purchases in excess of \$100,000⁰⁰:

For awards up to and including five-hundred thousand dollars (\$500,000.00):

- 1) **Class A Business** – five percent (5%) price preference;
- 2) **Class B Business** – three percent (3%) price preference;
- 3) **Class C Business** – one and a half percent (1.5%) price preference.

For awards greater than five-hundred thousand dollars (\$500,000.00) up to and including one-million dollars (\$1,000,000.00):

- 1) **Class A Business** – Three percent (3%) price preference;
- 2) **Class B Business** - Two percent (2%) price preference;
- 3) **Class C Business** – one percent (1%) price preference.

The local preference shall not be applied in the following circumstances:

1. The business submits a response that exceeds the projected budget cost;
2. The price bid is in excess of one million dollars (\$1,000,000⁰⁰);
3. State statute, federal law, or applicable county ordinance prohibits the use of local preferences;
4. The work is funded in whole or in part by another governmental entity, and their laws, rules, regulations, grant, or policies prohibit the use of local preferences;
5. Emergency purchases;
6. Sole source purchases;
7. Cooperative purchasing agreements or utilization of other agency contracts;
8. The Chief Procurement Officer, City Manager or City Council has determined that the business is not responsive, not responsible, or otherwise unqualified to perform the work.

SECTION II

AGENCY OVERVIEW

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of 110,000 residents, is the largest incorporated area in Brevard County.

(Please visit our official web site, www.palmbayflorida.org)

On December 16, 1992 the City of Palm Bay purchased the General Development Utility System for \$31,900,000. For years the utility growth characteristics were controlled by the private utility with little respect to the City's Comprehensive Plan. A local government's control over the utility expansion services plays a major role in effective long-range land use planning, and brings the City into concurrence with State requirements for providing water and sanitary sewer service throughout the City. Therefore, the purchase of this facility has proven to be one of the City's greatest assets. With the City's acquisition in place, the utility embarked on an aggressive infrastructure improvement plan. Our goals are:

- To provide water and sewer utility infrastructure throughout the City consistent with the City Comprehensive plan.
- To correct negative environmental impact and provide utility service, groundwater and environmental protection that will promote public health, safety, and welfare of the citizens of Palm Bay and surrounding areas.
- To improve fire protection throughout the City.
- To provide wastewater reuse to green space areas.
- To provide a safe potable water product throughout the City and to outside City customers.
- To collect, treat, and dispose of wastewater in a manner consistent with mandated Federal, State and Local regulations
- To provide all of these services on a continual basis in a reasonable cost effective manner.

SCOPE OF WORK

1. The City of Palm Bay is requesting bids for Well Repair, Maintenance and Rehabilitation Services for the City of Palm Bay Utilities Department.
2. Equipment will primarily be from water wells; however, repair services may be requested for various other pumps, motors and other miscellaneous equipment from the water and wastewater plants.
3. Contractor shall provide all labor equipment, supplies necessary to perform repairs.

DESCRIPTION OF SERVICES

1. Well/Pump/Motor Maintenance - The Contractor shall assist with any well/pump/motor maintenance within the Utility facilities and shall comply with all Florida Department of Environmental Protection (FDEP) regulations. This will include removal of pumps such as submersible, vertical, turbine and other pumps. The contractor will also assist in pulling motors as needed, and assist in troubleshooting various problems within the system.
2. Chlorine Disinfection Maintenance – Shall be performed on an individual basis as determined by the monthly trend data available at the time; or, as determined by the Water Plant Superintendent. The chlorine is to be injected under pressure down into the well.

3. Swabbing – Shall be performed on an individual basis as determined by the Water Plant Superintendent.
4. Well Acidification - Contractor shall submit a list of all chemicals and the processes to be used (see page 15).
5. Well Development and Redevelopment - Shall comply with all FDEP regulations. To include:
 - a. Specific Capacity Testing - Required before and after rehabilitation of existing pumps;
 - b. Disinfection of Well after Rehabilitation - Contractor shall provide written procedures for acid and chemical treatment to the well for approval by the City, prior to the work being performed. These procedures shall comply with the Environmental Protection Agency (EPA), FDEP and City Ordinance guidelines for illicit discharges.
6. Flow Meter Maintenance and Calibration - If it is determined that the meter calibration is off by more than 5% accuracy, meter maintenance will be performed. Contractor shall send meter to the manufacturer for calibration prior to reinstall.
7. Water Storage Tank Residual Cleaning - The Contractor shall provide these services with:
 - a. No end user disruptions;
 - b. No loss of finished water above the minimal amount during cleaning;
 - c. No actions by the Contractor to reduce the free chlorine residual below 0.5 mg/l in the tank throughout the entire inspection. Samples must be taken from the tank before entering the tank and upon leaving the tank to assure the minimum chlorine residual level of 0.5 mg/l is maintained;
 - d. No loss of fire suppression capability;
 - e. No tank lining damage.
8. Well Rehabilitation Videotaping (both pre and post rehabilitation) – Includes both down hole surveys and 360° videos. The video shall be provided to the City, in an approved format, within 10 working days of completion of well rehabilitation. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project.

The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection.

The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion.
9. Reports - A quarterly report shall be generated for each well specifying and graphing gallons per minute (GPM), draw downs, and static head. An annual report will also be required to show the entire well performance for each well each calendar year. These reports shall be submitted to the City with one hardcopy and one electronic submittal required. The quarterly reports will be due by the 15th of the month following the reported quarter and the yearly reports will be due by February 1st of the following reported year.
10. Other Services may include but not limited to:
 - a. Pump/Motor Retrieval
 - b. Deep Well Pump Maintenance

- c. Airlift Well
- d. Pump Test
- e. Well Abandonment
- f. Wellhead and Pump Removal

11. Bacteriological Sampling and Testing - The contractor shall be responsible for all bacteriological sampling and testing associated with the project, to include retesting if warranted. The testing of all samples will have to be completed at a National Environmental Laboratory Accreditation Conference (NELAC) Certified Laboratory.

The Contractor shall include, with their submittal, the name and contact information of the laboratory as well as a copy of their NELAC certification to the City for approval. The results of all testing will be submitted to the City.

SERVICE REQUIREMENTS

1. The Contractor shall provide an itemized quote (hourly rate and materials) for each repair within three (3) days of site evaluation.
2. The Contractor will appoint one of their employees as the key contact for the Utilities and will provide an emergency contact list.
3. The Contractor will be required to contact the Water or Wastewater Treatment Plant Superintendent or designee for scheduling site visits prior to starting work.
4. The Utilities Department Maintenance Superintendent ("Superintendent") will be the City's main point of contact for the Contractor.

HOURS OF WORK

1. Normal business hours are between the hours of 7:00 am – 5:30 pm Monday through Friday. No work may be performed on holidays, weekends, or after normal business hours without prior authorization by the City. Holidays are defined as City observed holidays which can be found on the City website:

<http://www.palmbayflorida.org/residents/holidays.html>

2. The Contractor shall communicate with the Superintendent and Plant Superintendents before project(s) begin to determine the work schedule so as not to conflict with such items as the rotation schedule of the wells. The Contractor will also check in and out with the Superintendent on a daily basis and provide them with a weekly written status report for the current projects.

RESPONSE TIME

1. Regular Repairs:
 - a. Contractor shall respond within three (3) business days for repair request from City;
 - b. All repairs/maintenance/rehabilitation on equipment shall be completed and equipment re-installed and fully operational within 30 days after issuance of purchase order;
 - c. Contractor shall inform the City if there will be a delay due to availability of parts;
 - d. Unsatisfactory work shall be immediately corrected by Contractor at no additional cost to the City.
2. Emergency Repairs:
 - a. Shall be within 24 hours of notification to the Contractor by the City for any well/pump/motor emergencies;
 - b. The response shall include all equipment and manpower required;

- c. Repairs shall be completed within three (3) business days after issuance of a purchase order;
 - d. It is assumed these repairs will not be delayed due to part availability;
 - e. Unsatisfactory work shall be immediately corrected by Contractor at no additional cost to the City;
 - f. If the equipment repair is not completed and returned within the time specified, the regular repair rates, not the emergency repair rates will apply.
3. Work Completion Time - All repairs/rehabilitation/maintenance work shall be completed within 30 days, unless an emergency situation arises as determined by the Utilities Director or designee. All required work shall be performed or discontinued at the determination of the Superintendent or authorized Utilities Department representative.

PROTECTION OF PROPERTY/SYSTEMS

1. The Contractor shall return the site to its original condition, unless otherwise stated by the City, when completing any work on City property.
2. The Contractor will also be responsible for the proper storage of all materials and restoration of site prior to leaving the project. The Superintendent will need to sign off that the restoration was completed to the satisfaction of the City. This written sign-off will need to be included with final payment.

QUALIFICATIONS

1. Contractor shall provide a minimum of three (3) references for which they are providing this type of service in the State of Florida. References must be within the last three years and include contract value per year. The City of Palm Bay is not to be included as a reference.
2. Contractor shall retain in their direct employ technicians with a minimum of five (5) years' experience and training in repairing / maintaining pumps, motors and associated appurtenances. **Contractor shall supply a list of technicians with their years of experience and equipment they are qualified to repair with this submittal.**
3. Contractor must be properly licensed in the City, County, and State where their parent company resides.

SERVICE REQUIREMENTS

1. Contractor shall furnish all labor, equipment, tools, transportation and supplies necessary to perform repairs.
2. Contractor shall pick up and return equipment for repair between the hours of 7:30 am and 5:30 pm, Monday through Friday.
3. Contractor shall provide an itemized quote (per pricing table) for repairs, service, etc., within three (3) business days of site visit.
4. Contractor shall proceed with repair of equipment only after City's issuance of a purchase order; or with verbal authorization of a purchase order number from the Superintendent or authorized Utilities Department representative.
5. The purchase order amount (issued per Contractor's quote) shall be the maximum amount payable to the Contractor for the repair, unless a supplemental quote is provided and accepted by the City. The supplemental quote will reference the original quote number and City issued purchase order number. Additional work should not be done until a revised purchase order has been issued.
6. Contractor shall use OEM parts when available / practical.

7. Technician responding to repair request shall immediately contact the Superintendent or authorized Utilities Department representative upon arrival at the job site.
8. **Actual travel time from contractor's location to and from the work location is not reimbursable under this contract.** Travel cost, fuel, per diem etc. shall be included in the rates on the pricing table. No additional reimbursement will be allowed.
9. Unavoidable Degradation – during the course of repair, if any damage is found which cannot be fully repaired, the City's approval is required before proceeding.

SAFETY AND ENVIRONMENTAL

1. The Contractor shall be responsible for all necessary warning signs and safety precautions/equipment at their work site. The contractor shall be required to meet all OSHA, City, and Utility Department safety requirements while on site.
2. Chemicals – **The contractor shall include, with their submittal, a list of all chemicals that may be used during the various cleaning processes, as well as their appropriate SDS sheets.** Any changes to this list will have to be submitted to the City for approval before use. All chemicals used shall be in accordance with all Federal, State and local guidelines and used per EPA directions for well field protection approved chemicals. Disposal of containers shall not be permitted on-site and shall be disposed of in accordance with EPA guidelines.
3. The Contractor shall be responsible for cleanup of the site to include any chemicals and raw water utilized for the work. The cleanup and disposal shall meet all applicable EPA, FDEP, and City requirements to include the City's Illicit Discharge Ordinance.
4. The costs associated with all Safety and Environmental efforts by the contractor shall be included in the line items on the pricing table.

WARRANTY

1. Contractor shall warranty replaced parts for a period of one year from installation.
2. Contractor shall warranty repairs against defects in materials and/or workmanship for a period of one year from installation.
3. Warranty repairs shall be sent to manufacturer's authorized repair facility when applicable.
4. The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Palm Bay.

REPAIR RATES

1. Contractor shall be responsible for providing regular and emergency repairs as needed.
2. Contractor shall provide a regular and emergency repair rates per pricing table items.
3. Rates paid under this contract shall only be for productive repairs and must be clearly identified on each quote.
4. Contractor shall provide a percentage markup on dealer's cost for parts.
5. No charge will be allowed for providing quotes.

6. For all repairs, the City reserves the right to utilize the City's established procurement policy and shall have the option to solicit additional quotes for repair and/or new equipment if quotes submitted by Contractor appear non-competitive or higher than industry's prevailing prices.
7. The rates in the pricing table shall include, but not be limited to, labor, restoration, clean-up costs, sampling testing, incidentals, mileage and any other costs associated with the work unless the specific line item states differently. All ancillary items, including, but not limited to mobilization/demobilization, cleanup, sampling and testing; and, welding shall be included in the line item cost.
8. Hourly rates will be charged from the time the technician arrives at the City facility to the time the technician leaves the City facility. Travel time and mileage will not be billable.
9. Materials shall be furnished by the Contractor on a cost plus markup calculated as a percentage rate. Materials provided by the Contractor shall be billed to the City on the actual prices paid by the Contractor for materials plus the percentage mark-up. Copies of invoices for materials received by the Contractor will be submitted with each invoice.
10. The Contractor shall provide a price to ensure that the project is complete and fully functional to include a complete set of as-builts, manuals, and training for new equipment so that City Staff are capable of operating and maintaining the equipment.

SECTION III

BID FORM – Sheet 1 of 4

IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c. She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

Authorized Signature

Company Name

Printed Name & Title

Date

BID FORM – Sheet 2 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Contractors must bid on all items. This will be awarded 'all or none'.

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to Scenario of Services listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
1	Well Drill	Per foot	\$	\$	\$
2	Well Service Rig	Per hour	\$	\$	\$
3	Pump Service Rig	Per hour	\$	\$	\$
4	Cement work or demolition	Per hour	\$	\$	\$
5	On Site Welding Unit	Per hour	\$	\$	\$
6	Machine Shop Welding	Per hour	\$	\$	\$
7	Pump/Well technician	Per hour	\$	\$	\$
8	Chemical Treatment	Per hour	\$	\$	\$
9	Well abandonment	Per hour	\$	\$	\$
10	Specific Capacity test, before and after rehabilitation	Per hour	\$	\$	\$
11	Well Development and Redevelopment	Per hour	\$	\$	\$
12	Chemical disinfection of well after rehabilitation	Per hour	\$	\$	\$
13	Pump Motor Retrieval	Per hour	\$	\$	\$
14	Miscellaneous work as needed, normal business hours	Per hour	\$	\$	\$
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$	\$	\$
16	Flow Meter Maintenance and Calibration	Per hour	\$	\$	\$
17	Deep well Pump Maintenance	Per hour	\$	\$	\$
18	Well/Pump /Motor maintenance	Per hour	\$	\$	\$

Authorized Signature

Company Name

Printed Name & Title

Date

BID FORM – Sheet 3 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
19	Raw water disposal	Per hour	\$	\$	\$
20	Airlift well	Per hour	\$	\$	\$
21	Pump test	Per hour	\$	\$	\$
22	Swabbing	Per hour	\$	\$	\$
23	Reports (other than weekly status reports)	Per report	\$	\$	\$
24	Water Storage Tank Residual Cleaning	Per tank	\$	\$	\$
25	Down hole video surveys	Per video	\$	\$	\$
26	360 Degree Video	Per video	\$	\$	\$
27	Mobilize, demobilize & cleanup	Per well	\$	\$	\$
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$	\$	\$
29	Well Acidification/EPA	Per well	\$	\$	\$
30	Chlorine Maintenance of Wells	Per well	\$	\$	\$
31	Percent Markup for Parts supplied & installed		%		

 Authorized Signature

 Company Name

 Printed Name & Title

 Date

BID FORM – Sheet 4 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$	\$
8	Chemical Treatment	Per hour	10	\$	\$
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$	\$
11	Well Development and Redevelopment	Per hour	19	\$	\$
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$	\$
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$	\$
18	Well/Pump /Motor maintenance	Per hour	56	\$	\$
20	Airlift well	Per hour	23	\$	\$
21	Pump test	Per hour	5	\$	\$
25	Down hole video surveys	Per video	2	\$	\$
27	Mobilize, demobilize & cleaner	Per well	15	\$	\$
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$	\$
29	Well Acidification/EPA	Per well	3	\$	\$
30	Chlorine Maintenance of Wells	Per well	134	\$	\$
GRAND TOTAL – SCENARIO OF SERVICES					\$

 Authorized Signature

 Address

 Printed Name & Title

 City, State, Zip Code

 Company

 Telephone Number

 Date

 Fax Number

 Email Address

 Cell Phone Number

REFERENCES

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ E-Mail Address _____
Length of contract or business relationship: Start Date _____ End date _____
Contract Value \$ _____
Description of work provided on this contract _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ E-Mail Address _____
Length of contract or business relationship: Start Date _____ End date _____
Contract Value \$ _____
Description of work provided on this contract _____

3. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ E-Mail Address _____
Length of contract or business relationship: Start Date _____ End date _____
Contract Value \$ _____
Description of work provided on this contract _____

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

COMPANY

DATE

**CITY OF PALM BAY
 BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
 IFB #45-0-2017 Well Repairs, Maintenance and Rehabilitation Services**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

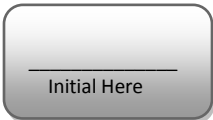
Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile: Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D. Pollution Liability: Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- E. Workers' Compensation: The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:

- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

Successful Bidder shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.



Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

_____ Authorized Signature	_____ Address
_____ Printed Name & Title	_____ City, State, Zip Code
_____ Company	_____ Telephone Number
_____ Date	_____ Fax Number or Email address

LOCAL PREFERENCE CERTIFICATION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that:

He/she is _____ of _____,
(Title) (Firm/Company)

has submitted the attached Bid, and is requesting consideration for the following preference to the Chief Procurement Officer of the City of Palm Bay. Please review the Procurement Ordinance Chapter 38 for more specific details and requirements, www.palmbayflorida.org/procurement.

- (1) _____ is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt **and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.**

Firm / Company Name

- (2) _____ is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt **or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.**

Firm / Company Name

- (3) _____ is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.

Firm / Company Name

SIGNATURE: _____

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his _____ day of _____, 2017.

Personally known		Produced Identification		Type of Identification	
------------------	--	-------------------------	--	------------------------	--

Notary Public State of: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____, _____
Title Firm/Company
the Bidder that has submitted the attached Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or
Stamped)

Notary Public

(Serial Number)

(Notary's Seal)

**SERVICE AGREEMENT
FOR
WELL REPAIRS, MAINTENANCE & REHABILITATION SERVICES**

THIS AGREEMENT, made this ____ day of, _____ 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and CONTRACTOR NAME (FEI/EIN Number _____), CONTRACTOR ADDRESS _____, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, "IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services (Exhibit A).
- (ii) Bid for the City of Palm Bay prepared by Contractor dated _____, 2017, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated _____, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months beginning on August 1, 2017 and ending on July 31, 2018. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid, and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS**A. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- (1) A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- (2) Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- (3) Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- (4) Any patent or copyright infringement by Contractor;
- (5) Any lien or other claim by contractor inconsistent with this Agreement;
- (6) Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

E. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

F. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest

proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.

- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The foregoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

G. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

H. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

I. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

J. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. Commercial General Liability:

The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

b. Automobile Liability:

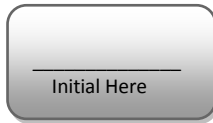
Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

c. Professional Liability Insurance or Errors and Omissions Insurance:

Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

d. Pollution Liability: Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.



e. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

K. Acceptance

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

L. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

M. Right to Audit Records

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

N. Public Records

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

O. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

P. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Q. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or

other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

R. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

S. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

T. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

U. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

V. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:

To the City: Chief Procurement Officer
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

With a copy to: City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

W. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

Approved By City Council On: _____

CITY OF PALM BAY, FLORIDA

ATTEST:

Terese Jones, City Clerk

By: _____
Bobbie Marsala, Chief Procurement Officer

CONTRACTOR

WITNESS:

Name – Printed

By: _____
Signature

Signature

Name and Title

Name of Company

Mailing Address

City, State, Zip

Telephone Number



Daley, Pamela

From: Ralph Tipton <Ralph.Tipton@palmbayflorida.org>
Sent: Thursday, August 10, 2017 1:55 PM
To: Daley, Pamela
Subject: RE: Request to Piggyback AMPS
Attachments: 45-0-2017 Well, Pump and Motor Rehabilitation Services Tabulation.pdf

Pamela,
Piggybacking is not a problem. I have attached a copy of the bid tabulation for the solicitation. If you want the actual submittal, let me know and I will scan and send to you.
Thanks,



Ed Tipton
Procurement Contract Administrator

Down to Earth And Up To Great Things™

☎ 321.952.3424 or ext. 3426

120 Malabar Rd SE — Palm Bay FL 32907 | Fax: 321-952-3401 | ralph.tipton@pbfl.org

From: Daley, Pamela [mailto:PDaley@Rivierabch.com]
Sent: Thursday, August 10, 2017 12:39 PM
To: Ralph Tipton <Ralph.Tipton@palmbayflorida.org>
Subject: FW: Request to Piggyback AMPS

Ralph,

Please see that attached request.

Thanks,

PAMELA DALEY, MBA CPPT
Senior Procurement Specialist

2051 MLK BLVD., #310
RIVIERA BEACH, FLORIDA 33404
P. 561.845.4082 | F. 561.842.5105
pdaley@rivierabch.com

IFB #45-0-2017			Aquifer Maintenance & Performance Systems, Inc		
Well Repairs, Maintenance and Rehabilitation Services			7146 Haverhill Road N		
			West Palm Beach FL 33407		
			561-494-2844 / 561-494-2944		
ITEM	ITEM DESCRIPTION	UOM	Mon - Fri 7 am - 5 pm	Mon - Fri 5:30 pm - 7 am	Weekends / Holidays
LINE ITEM PRICING					
1	Well Drill	per foot	\$38.05	\$38.05	\$43.05
2	Well Service Rig	per hour	\$185.00	\$185.00	\$195.00
3	Pump Service Rig	per hour	\$100.00	\$100.00	\$110.00
4	Cement work or demolition	per hour	\$65.00	\$65.00	\$75.00
5	On Site Welding Unit	per hour	\$85.00	\$85.00	\$95.00
6	Machine Shop Welding	per hour	\$45.00	\$45.00	\$65.00
7	Pump / Well Technician	per hour	\$90.00	\$90.00	\$100.00
8	Chemical Treatment	per hour	\$75.00	\$75.00	\$95.00
9	Well abandonment	per hour	\$115.00	\$115.00	\$125.00
10	Specific Gravity Test, before / after rehab	per hour	\$50.00	\$50.00	\$75.00
11	Well Development / Redevelopment	per hour	\$185.00	\$185.00	\$200.00
12	Chemical disinfection of well after rehab	per hour	\$75.00	\$75.00	\$85.00
13	Pump Motor Retrieval	per hour	\$135.00	\$135.00	\$150.00
14	Misc work - normal business hours	per hour	\$150.00	\$150.00	\$165.00
15	Misc work - non normal business hours	per hour	\$175.00	\$175.00	\$175.00
16	Flow Meter Maintenance & Calibration	per hour	\$45.00	\$45.00	\$60.00
17	Deep Well Pump Maintenance	per hour	\$125.00	\$125.00	\$15.00
18	Well / Pump / Motor maintenance	per hour	\$45.00	\$45.00	\$55.00
19	Raw water disposal	per hour	\$15.00	\$15.00	
20	Airlift Well	per hour	\$185.00	\$185.00	\$200.00
21	Pump Test	per hour	\$160.00	\$160.00	\$175.00
22	Swabbing	per hours	\$115.00	\$115.00	\$130.00
23	Reports (other than weekly status reports)	per report	\$1,000.00	\$1,000.00	\$1,000.00
24	Water Storage Tank Residual Cleaning	per tank	\$5,000.00	\$5,000.00	\$6,000.00
25	Down hole video surveys	per video	\$500.00	\$500.00	\$550.00
26	360 Degree Video	per video	\$1,200.00	\$1,200.00	\$1,250.00
27	Mobilize, demobilize & cleanup	per well	\$500.00	\$500.00	\$600.00
28	Welhead / pump removal, cleaning & reinstall	per well	\$2,000.00	\$2,000.00	\$2,000.00
29	Well Acidification / EPA	per well	\$2,000.00	\$2,000.00	\$2,200.00
30	Chlorine Maintenance of Wells	per well	\$225.00	\$225.00	\$250.00
31	percent Markup for Parts supplied / installed			13.5%	

IFB #45-0-2017				Aquifer Maintenance & Performance Systems Inc	
Well Repairs, Maintenance and Rehabilitation Services				7146 Haverhill Road N	
				W Palm Beach FL 33407	
				561-494-2844/561-494-2944	
ITEM	ITEM DESCRIPTION	UOM	QTY	Unit Price	Total Price
SCENARIO OF SERVICES					
7	Pump / Well Technician	HR	18	\$90.00	\$1,620.00
8	Chemical Treatment	HR	10	\$75.00	\$750.00
10	Specific Gravity Test, before / after rehab	HR	7	\$50.00	\$350.00
11	Well Development / Redevelopment	HR	19	\$185.00	\$3,515.00
12	Chemical disinfection of well after rehab	HR	6	\$75.00	\$450.00
14	Misc work - normal business hours	HR	55	\$150.00	\$8,250.00
18	Well / Pump / Motor maintenance	HR	56	\$45.00	\$2,520.00
20	Airlift Well	HR	23	\$185.00	\$4,255.00
21	Pump Test	HR	5	\$160.00	\$800.00
25	Down hole video surveys	VIDEO	2	\$500.00	\$1,000.00
27	Mobilize, demobilize & cleanup	WELL	15	\$500.00	\$7,500.00
28	Wellhead / pump removal, cleaning & reinstall	WELL	10	\$2,000.00	\$20,000.00
29	Well Acidification / EPA	WELL	3	\$2,000.00	\$6,000.00
30	Chlorine Maintenance of Wells	WELL	134	\$225.00	\$30,150.00
GRAND TOTAL					\$87,160.00



**INVITATION FOR BID #45-0-2017/SB
WELL REPAIRS, MAINTENANCE AND REHABILITATION SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 5/23/2017
Page 1 of 39

PROCUREMENT CONTACT:
Susan Blair - CPPB
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: susan.blair@pbfl.org

**BIDS TO BE RECEIVED NO
LATER THAN 5:00 PM ON
TUESDAY, 6/13/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR Bid	
Bidder Name: <i>Agenter Maintenance & Performance Sys, Inc.</i>	Bids are firm for 90 days Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>
Address: <i>7146 Haverhill Road N.</i>	Do you accept Visa? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
City, State, Zip: <i>West Palm Beach, FL 33407</i>	List of Deviations (if any) attached Yes <input type="checkbox"/> No <input type="checkbox"/>
Phone Number: <i>(561) 494-2844</i>	If submitting a "NO BID", state reason: _____ _____
Fax Number: <i>(561) 494-2944</i>	
E-Mail Address: <i>ampsjlpc@gmail.com</i>	
FEIN Number: <i>65-0071672</i>	

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services. Bidder's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Printed Name & Title

James Murray
James Murray, President

Title (typed or printed)

Date

President
6/12/17



COPY

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	✓		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	✓		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	✓		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 4)	✓		
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	✓		
Bidder has submitted the required documents from pages 13, 14 and 15 (bolded)	✓		
Bidder has completed, signed (blue ink) and included their Bid Form	✓		
If applicable, Bidder has provided a signed Conflict of Interest statement	✓		
Bidder completed and included their Reference Form	✓		
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)	✓		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	✓		
Bidder has completed and included their Local Preference Certification Statement (not required for Class "D")	✓		
Bidder has included a copy of business tax receipt (occupational license)	✓		
Bidder has signed and notarized & included their Non-Collusion Affidavit	✓		
Bidder has read, understood and submitted all required documentation for bid evaluation.	✓		


 Authorized Signature
 James Murray, Bidder
 Printed Name & Title

Aquifer Maintenance & Performance Sp, Inc.
 Company
 6/12/17
 Date

SECTION III

BID FORM – Sheet 1 of 4

IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c. She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:



Addendum No. _____, Dated _____


Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.


Authorized Signature

Printed Name & Title



Company Name
6/12/17
Date


BID FORM – Sheet 2 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Contractors must bid on all items. This will be awarded 'all or none'

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to Scenario of Services listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
1	Well Drill	Per foot	\$ 33 ⁰⁰	\$ 38 ⁰⁰	\$ 43 ⁰⁰
2	Well Service Rig	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 195 ⁰⁰
3	Pump Service Rig	Per hour	\$ 100 ⁰⁰	\$ 100 ⁰⁰	\$ 110 ⁰⁰
4	Cement work or demolition	Per hour	\$ 65 ⁰⁰	\$ 65 ⁰⁰	\$ 75 ⁰⁰
5	On Site Welding Unit	Per hour	\$ 85 ⁰⁰	\$ 85 ⁰⁰	\$ 95 ⁰⁰
6	Machine Shop Welding	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 65 ⁰⁰
7	Pump/Well technician	Per hour	\$ 90 ⁰⁰	\$ 90 ⁰⁰	\$ 100 ⁰⁰
8	Chemical Treatment	Per hour	\$ 75 ⁰⁰	\$ 75 ⁰⁰	\$ 95 ⁰⁰
9	Well abandonment	Per hour	\$ 115 ⁰⁰	\$ 115 ⁰⁰	\$ 125 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	\$ 50 ⁰⁰	\$ 50 ⁰⁰	\$ 75 ⁰⁰
11	Well Development and Redevelopment	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 200 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	\$ 75 ⁰⁰	\$ 75 ⁰⁰	\$ 95 ⁰⁰
13	Pump Motor Retrieval	Per hour	\$ 135 ⁰⁰	\$ 135 ⁰⁰	\$ 150 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	\$ 150 ⁰⁰	\$ 150 ⁰⁰	\$ 165 ⁰⁰
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$ 175 ⁰⁰	\$ 175 ⁰⁰	\$ 175 ⁰⁰
16	Flow Meter Maintenance and Calibration	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 60 ⁰⁰
17	Deep well Pump Maintenance	Per hour	\$ 125 ⁰⁰	\$ 125 ⁰⁰	\$ 150 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 55 ⁰⁰


 Authorized Signature
 James Murray, President
 Printed Name & Title

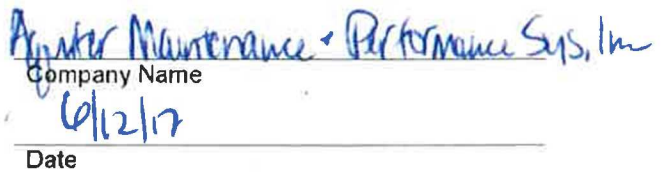

 Company Name
 6/12/17
 Date



BID FORM – Sheet 3 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
19	Raw water disposal	Per hour	\$ 15 ⁰⁰	\$ 15 ⁰⁰	\$
20	Airlift well	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 200 ⁰⁰
21	Pump test	Per hour	\$ 160 ⁰⁰	\$ 175 ⁰⁰	\$ 175 ⁰⁰
22	Swabbing	Per hour	\$ 115 ⁰⁰	\$ 115 ⁰⁰	\$ 135 ⁰⁰
23	Reports (other than weekly status reports)	Per report	\$ 100 ⁰⁰	\$ 100 ⁰⁰	\$ 100 ⁰⁰
24	Water Storage Tank Residual Cleaning	Per tank	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 600 ⁰⁰
25	Down hole video surveys	Per video	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 500 ⁰⁰
26	360 Degree Video	Per video	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰
27	Mobilize, demobilize & cleanup	Per well	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 600 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰
29	Well Acidification/EPA	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2200 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	\$ 225 ⁰⁰	\$ 225 ⁰⁰	\$ 225 ⁰⁰
31	Percent Markup for Parts supplied & installed		12 %		


 Authorized Signature
 James Murray, President
 Printed Name & Title


 Company Name
 6/12/17
 Date

BID FORM – Sheet 4 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$ 90 ⁰⁰	\$ 1,620 ⁰⁰
8	Chemical Treatment	Per hour	10	\$ 75 ⁰⁰	\$ 750 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$ 50 ⁰⁰	\$ 350 ⁰⁰
11	Well Development and Redevelopment	Per hour	19	\$ 185 ⁰⁰	\$ 3,515 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$ 75 ⁰⁰	\$ 450 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$ 150 ⁰⁰	\$ 8,250 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	56	\$ 45 ⁰⁰	\$ 2,520 ⁰⁰
20	Airlift well	Per hour	23	\$ 185 ⁰⁰	\$ 4,255 ⁰⁰
21	Pump test	Per hour	5	\$ 180 ⁰⁰	\$ 900 ⁰⁰
25	Down hole video surveys	Per video	2	\$ 500 ⁰⁰	\$ 1,000 ⁰⁰
27	Mobilize, demobilize & cleaner	Per well	15	\$ 500 ⁰⁰	\$ 7,500 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$ 200 ⁰⁰	\$ 2,000 ⁰⁰
29	Well Acidification/EPA	Per well	3	\$ 200 ⁰⁰	\$ 600 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	134	\$ 225 ⁰⁰	\$ 30,150 ⁰⁰
GRAND TOTAL – SCENARIO OF SERVICES					\$ 87,140 ⁰⁰

Authorized Signature

James Murray

Printed Name & Title

Agaster Maintenance - Performance Sys, Inc (561) 494 2844

Company

6/12/17

Date

ampsjlp@gmail.com

Email Address

7146 Haverhill Road N.

Address

West Palm Beach, FL 33407

City, State, Zip Code

(561) 494 2844

Telephone Number

(561) 494-2944

Fax Number

(934) 325-1782

Cell Phone Number



REFERENCES

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship:

Start Date

End date

Contract Value \$

Description of work provided on this contract

2. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship:

Start Date

End date

Contract Value \$

Description of work provided on this contract

3. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship:

Start Date

End date

Contract Value \$

Description of work provided on this contract

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


AUTHORIZED SIGNATURE


COMPANY


DATE





COPY

AMPS, INC. REFERENCES

Seacoast Utility Authority \$150,000
4200 Hood Road
Palm Beach Garden, FL 33410
Attn: Vince Mollo
Phone (561) 537 0677
vmollo@suua.com 2006-present
Well inspections, Rehabs, reconstruction
Pump/motor sales & repairs

City of Boynton Beach \$250,000
100 East Boynton Beach Blvd.
Boynton Beach, FL 33425
Attn: Phil Taylor
Phone (561) 752-6499
taylorpa@bbl.us 1998 - present
Well reconstruction, rehabilitations, meter
calibrations/repairs; pump/motor sales &
Service, fabrication, abandonments

City of Stuart \$250,000
121 S.W. Flagler Drive
Stuart, FL 34990
Attn: Paul Hitchcock
Phone (772) 260-0109
phitchcock@ci.stuart.fl.us 2006-present
Installation of new wells, fabrication,
well reconstruction, rehabs, maintenance,
abandonments, pump/motor sales & service

Fort Pierce Utility Authority \$150,000
725 South 25th Street
Fort Pierce, FL 34947
Attn: Keith Stephens
Phone: (772) 466-1600
kstephens@fpuia.com 2014 - present
Well rehabilitations, installation of new wells
well abandonments; pump/motor/column
sales & service,

City of Boca Raton \$150,000
1301 Glades Road
Boca Raton, FL 33432
Attn: Ramy Maharaj
Phone (561) 338-7316 1999-present
rmaharaj@ci.boca-raton.fl.us
Wellfield maintenance, reconstruction,
Rehabs, fabrication, abandonments,
Meter calibrations/repairs, pumps/motor
Sales & service, fabrication

Town of Jupiter
210 Military Drive
Jupiter, FL
Attn: Chris McKenzie
Phone (561) 742-2605
chrismc@jupiter.fl.us 2012-2015
Well rehabilitations, abandonments, meter
calibrations, fabrication, pump/motor sales
& service

Village of Palm Springs \$ 50,000
226 Cypress Lane
Palm Springs, FL 33461
Attn: Don Ray
dray@vpsfl.org 2012 – present
Fax (561) 965-5563
Pump/motor sales & service
Well rehabilitations

North Springs Improvement District \$150,000
9700 NW 52 Street
Coral Springs, FL 33076
Attn: Basil Mantagas
basilm@nsidfl.gov 2008-present
Fax (954) 755-7237
Well rehabilitations, pump/motor sales &
Service, well reconstruction



COPY

AMPS, INC. REFERENCES

Palm Beach County \$1,100,000

50 S. Military Trail Suite 110
West Palm Beach, FL 333415
Attn: Vincent Munn
Phone (561) 818-1673 1999-present
vmunn@pbwater.com
Wellfield maintenance & monitoring,
Well reconstruction, rehabs, fabrication,
Pump repairs, tank inspections/cleaning

Town of Davie \$100,000

6591 Orange Drive
Davie, FL 33314
Attn: Raul Sotelo
Phone (954) 319-2792
raul.sotelo@davie-fl.gov 2013-present
Well rehabilitations, installations &
abandonments, pump sales &
service

Martin County Utilities \$150,000

2401 SE Monterey Rd
Stuart, FL 34996
Attn: Todd Leyland
Phone (772) 221 - 1439
tleyland@martin.fl.us 1998-present
Wellfield maintenance & monitoring,
Well reconstruction, rehabs, fabrication,
Tank inspections, pump/motor sales &
Service

City of Delray Beach \$150,000

200 SW 6th Street
Delray Beach, FL 33444
Attn: Harold Williams 2012-present
Phone: (561) 243-7000 xt 4401
williamsh@cityofdelraybeach.com
Well rehabilitations, flowmeter calibrations
& repairs

City of Pompano Beach \$ 250,000

301 NE 12TH STREET
Pompano Bch, FL 33060
ATTN: Donovan Evans 2006-present
Phone (954) 592 1580
Donovan.evans@copbfl.com
Well reconstruction, rehabs, fabrication,
surface modifications, pump/motor sales &
service

City of Hollywood \$ 75,000

2600 Hollywood Blvd
Hollywood, FL 33022
Attn: Carlos Aquilera 2015-present
Phone: (954) 967-4230
caquilera@hollywoodfl.org
Wellhead elevation including custom
fabrication

Coral Spring Improvement District

10300 NW 11th Manor
Coral Springs, FL 33071
ATTN: Joe Stephens 2005-present
Phone (954) 752 1797
joes@fladistricts.com
Wellfield maintenance & monitoring;
Rehabs, fabrication, pump/motor sales &
Service

City of Sunrise \$125,000

10770 West Oakland Park Blvd.
Sunrise, FL 33351
Attn: Jim Dolan 2011 - present
Phone: (954) 572-2424
jdolan@sunrisefl.gov
Wellfield maintenance & monitoring, rehabs
well installation, abandonments, fabrication,
pump/motor sales & service

****AMPS is the prime contractor on all above contracts**



COPY

**CITY OF PALM BAY
BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
IFB #45-0-2017 Well Repairs, Maintenance and Rehabilitation Services**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A Commercial General Liability: The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B Business Automobile: Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D Pollution Liability: Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- E Workers' Compensation: The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Successful Bidder shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.



Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

<p>_____ Authorized Signature James Murray, President Printed Name & Title Aqua Maintenance - Performance Sys Company 6/12/17 Date</p>	<p>7146 Hawthorn Rd N. Address West Palm Beach, FL 33407 City, State, Zip Code (561) 494-2944 Telephone Number (561) 494-2944 Fax Number or Email address</p>
--	---



LOCAL PREFERENCE CERTIFICATION STATEMENTSTATE OF FLORIDACOUNTY OF Palm BeachJames Murray, being duly sworn, deposes and says that:He/she is President
(Title)of Agutter Maintenance - Performance Sys, Inc
(Firm/Company)

has submitted the attached Bid, and is requesting consideration for the following preference to the Chief Procurement Officer of the City of Palm Bay. Please review the Procurement Ordinance Chapter 38 for more specific details and requirements, www.palmbayflorida.org/procurement.

(1)

Firm / Company Name N/A

is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt **and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.**

(2)

Firm / Company Name N/A

is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt **or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.**

(3)

Firm / Company Name _____

is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.

SIGNATURE: James Murray

The foregoing instrument was acknowledged before me this 6/12/17 by James Murray, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his 12th day of June, 2017.

Personally known	<input checked="" type="checkbox"/>	Produced Identification	Type of Identification
------------------	-------------------------------------	-------------------------	------------------------

Notary Public State of: Florida

NON-COLLUSION AFFIDAVITSTATE OF Florida
COUNTY OF Palm BeachJames Murray, being duly sworn, deposes and says that:

- (1) He/she is President of Agaster Maintenance & Performance Sys, Inc.
Title Firm/Company
- (2) the Bidder that has submitted the attached Bid.
- (3) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (4) Such Bid is genuine and is not a collusive or sham Bid.
- (5) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)

(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6/12/17 by James Murray, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

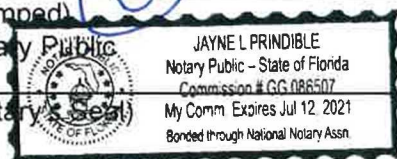
(Signature of Notary Public)

(Name of Notary Typed, Printed or

Stamped

Notary Public

(Notary Seal)



(Serial Number)

JAMES R. MURRAY

**EXPERIENCE 1988-Present Aquifer Maintenance & Performance Systems, Inc. (AMPS, Inc.)
Owner/President**

Specializing in monthly or quarterly well field maintenance programs , well rehabilitations , insitu well reconstruction, Robotic tank cleaning & inspections, downhole video surveys, fabrication & machining (20,000 sq.ft. facility), pump sales & repairs, flowmeter calibrations & well field production management & training

**1988-1989 Baylik Drilling, Lahabra California
Florida Testing & Engineering, Ft. Lauderdale, FL/CA/Peru
Drilling & Fabrication Specialist**
Oil field rig conversions and crew training

**1985-1988 Layne Western, Mission KS
Drilling Superintendent**
Responsible for rig unitization & operation procedures to optimize drilling & rehabilitation in California, Nevada, Utah, Colorado, Arizona & New Mexico, including scheduling, safety programs (for both tool pushers & crews). Wells ranged from 150 to 4368 ft.

Bakersfield, CA	30 employees 6 drill rigs
Denver, CO	26 employees 4 drill rigs
Chino, CA	70 employees 10 drill rigs

**1984-1985 K.T.M. Consulting, Phoenix, AZ
Drilling Specialist**
Responsible for training of experienced drilling crews in technical procedures for US, Malaysia & Middle Eastern clients. Training included large reverse air, stiff foam, direct air, mud rotary, rehabilitations, deep zone testing, rig and BOP configuration & fabrication.

**1974-1984 Pool International dba Morrow Drilling, Odessa Texas
Roughneck 1975-1977
Driller 1977-1979
Tool Pusher 1979-1984**

Roughneck: Responsibilities included handling lower ends of drill pipe during Trips; handling tongs during makeup; breaking out pipe; rig floor jobs; maintaining & repairing equipment
Driller: Supervised on-site drilling, floormen & trained crew members; also operated drilling machinery

 **COPY**

Tool Pusher: Responsible for all rig operations (rig machinery, well drilling, tools & equipment) as well as coordinating between drilling contractor & operating company.

Total footage drilled from 1974 thru 1984 492,000 feet, wells included gas & oil, Steam, propane storage, salt water disposal, dewatering, large diameter, Deep Seismic, Water wells and shaft intersect wells

CERTIFICATIONS

NGWA Standards Development 2007
IADC (International Association of Drilling Contractors) 1980
State approved CEU Speaker AGWT, NGWA 2007/present
State approved CEU Speaker FWPCOA 1990/present
State approved CEU Speaker FDEP, FHD
State approved CEU Instructor FL drilling License requirements
Provider #149
Mud schools: Quality mud, western mud,
American Colloid, Nalco, Baroid
Developed a reusable vinyl drilling fluid for Nalco, Morrow, Layne 1980
Shaft construction—Institute of Shaft Drilling Technology, New Mexico
NGWA/Arizona drillers license #1
Nevada license #1227
Florida license #11310
American Welding Society #1078
G4 & Underwater welding
Pre Welding Certification instructor for Layne Western
Offshore & Land rotary API non-resident certification
Petroleum extension service International Association of Drilling
Contractors, University of Texas at Austin
Heavy equipment apprentice program, Mesa local 1971
South Florida Water Management, Water use monitoring
And Compliance for closed channel Flow Hydraulics 2005

OTHER

Designed & implemented maintenance software for municipalities
PH imbalance (portable unit) patent Pending
Auto Bacteriological control (stationary unit) patent pending
Number one choice for well rehabilitation & maintenance (AMPS, Inc.) by
Southeast Utility Council (unofficial poll)
Certified instructor for DEP/SFWMD
Certified instructor for state drilling license requirements
Instructor for FWPCOA classes
ASTM D18 (Frack Management) Committee
Founder Hottshot Prototypes, LLC

References available upon request



COPY

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to
James Murray

License No. 11310 Expires 7/31/2017


DISTRICT CERTIFICATION OFFICER



COPY

Project Manager: D.Raymond Toorie with 20 years experience
Responsibilities/Role in the following contracts:

- Coordination of work & crews
- Overseeing/management of setup & work performed
- Communication with client as to work performed / results
- Onsite safety meetings

Experience as Project Manager:

Seacoast Utility Authority

4200 Hood Road
Palm Beach Garden, FL 33410
Attn: Vince Mollo
Phone (561) 537 0677
Fax (561) 882 4475

City of Boynton Beach

100 East Boynton Beach Blvd
Boynton Beach, FL 33425
Attn: Phil Taylor
Phone (561) 752-6499
Fax (561) 742-6299

City of Stuart

121 S.W. Flagler Drives
Stuart, FL 34990
Attn: Paul Hitchcock
Phone (772) 260-0109
Fax (772) 288-5395

Palm Beach County

8100 Forrest Hill Blvd
West Palm Beach, FL
Attn: Vincent Munn
Phone (561) 818 1673

City of Boca Raton

1301 Glades Road
Boca Raton, FL 33432
Attn: Ramy Maharaj
Phone (561) 338-7316
Fax (561) 338-7366

Town of Jupiter

210 Military Drive
Jupiter, FL
Attn: Chris McKenzie
Phone (561) 742-2605
Fax (561) 746-2792

Village of Wellington

11860 Pierson Rd
Wellington, FL 33414
Attn: Karla Berrotran
Phone (561) 753-2465

City of Pompano Beach

301 NE 12TH STREET
Pompano Bch, FL 33060
ATTN: Donovan Evans
Phone (954) 592 1580

Raymond Toorie's role in this contract will be:

- Coordination of work & crews
- Overseeing/management of setup & work performed
- Ongoing communication with client/hydrologist as to daily work
- Onsite safety meetings



COPY

AMPS key field supervisors are

- 1) Ronald Ramsaran 6 years experience
- 2) Dion Toorie 9 years experience
- 3) Charles Hicks 12 years experience
- 4) Tony Moorner 7 years experience

Their responsibilities include but are not limited to

- Coordinate daily activity with City keeping them informed of progress
- Overseeing all daily activities of crews
- Daily field reports
- All onsite testing
- Weekly toolbox safety meetings

Debbie Jones is our maintenance supervisor with 20+ years experience, who holds an operator license & is responsible for all field sampling as well as coordinating/scheduling our maintenance field technicians:

Justin Parrish
Franco Decicco

William Moench (25 years experience) & Dennis Toorie (35 years experience) and are certified to repair submersible & vertical turbine pumps, mechanical seals, flowmeters, also can pumps

 COPY



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2016 to September 30, 2017

7146 Haverhill RD N
AMPS INC

AMPS INC
7146 HAVERHILL ROAD
RIVIERA BEACH FL 33407

Issued:
Vendor: 01727.1
WATER PROTECTION SERVICE
WHOLESALE MERCHANT

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



COPY



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

7146 HAVERHILL RD
RIVIERA BEACH, FL 33407

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	MURRAY JAMES R	113*0	U17 121812 - 11/30/16	\$31 63	B4C126527

This document is valid only when receipted by the Tax Collector's Office.

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
7146 HAVERHILL RD N
RIVIERA BEACH, FL 33407-1029



**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200914477
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



COPY

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/21/2017

Agenda Category:

Subject: Authorization to execute a change order with Wharton-Smith, Inc. to replace a 20-inch influent ductile iron pipe at Lift Station 10.

Recommendation/Motion: Staff recommends the Utility District Board ratify the City Manager's authorization to execute a change order with Wharton-Smith, Inc. to replace a 20-inch influent ductile iron pipe at Lift Station 10.

Originating Dept	UTILITY DISTRICT	Costs	\$36,272.00
User Dept.	Utility District	Funding Source	
Advertised	No	Budget Account Number	415-1438-535-0-6304
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

During the rehabilitation of Lift Station 10 under the current agreement with Wharton-Smith, Inc., the 20-inch 90 degree tee at the end of the influent 20-inch sanitary sewer was removed as required during renovation. It was noted that the influent 20-inch sanitary sewer is in poor condition (corroded) and should be rehabilitated. Rehabilitation of the collection system was not part of the original scope of work for the rehabilitation of Lift Station 10 nor was the 20-inch sanitary sewer outside of the wet well part of the re-configuration of any piping required for the new configuration of Lift Station No. 10.

Based on an evaluation by the engineer Mark Drummond, of C-Solution, he recommends the District rehabilitate the 20-inch influent ductile iron pipe (DIP) as soon as possible to avoid pipe failure. While it's impossible to predict the timing of a failure and the 20-inch DIP may continue to perform its intended function for years to come; however, the risk of failure is high as well as sewage being transferred from Singer Island that passes through this particular pipe, into Lift Station No. 10 and there are no alternate routes. Wharton-Smith provided cost estimates for both repair and replacement of this pipeline which were estimated at approximately \$36,272 and \$129,366 respectively.

Again, while the cost of repair or replacement is not part of the original agreement with Wharton Smith, the repair costs will be covered in the Utility District Capital Plan for Lift Station Rehabilitation.

Staff is recommending Wharton-Smith move forward with repair of the 20-inch influent ductile iron pipe at a cost of \$36,272.00.

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	36,272.00	0	0	0	0
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 Wharton-Smith

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract Construction

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Wharton_Smith__RESOLUTION.doc	RESOLUTION	8/14/2017	Resolution
08_10_17_Memo_-_Lift_Station_No_10_-_20_inch_Influent_Ductile_Iron_Pipe.pdf	MEMO & DOCUMENTATION	8/14/2017	Cover Memo
fiscal_impact_form__for_the_20_inch_influent_pipe.doc	FISCAL IMPACT	8/14/2017	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
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Utility	Perry, Troy	Approved	8/14/2017 - 4:53 PM
Purchasing	Little, Rickey	Approved	8/14/2017 - 4:59 PM
Finance	sherman, randy	Approved	8/14/2017 - 5:04 PM
Attorney	Lina Busby, Lina	Approved	8/15/2017 - 11:30 AM
City Clerk	Burgess, Jackie	Approved	8/15/2017 - 1:51 PM
City Manager	Evans, Jonathan	Approved	8/15/2017 - 4:13 PM

RESOLUTION NO. _____

A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA RATIFYING THE CITY MANAGER'S AUTHORIZATION TO EXECUTE A CHANGE ORDER WITH WHARTON-SMITH, INC. TO REPLACE THE 20 INCH INFLUENT DUCTILE IRON PIPE IN THE AMOUNT NOT TO EXCEED \$36,272.00; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN (10%); AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER THE WORK HAS BEEN COMPLETED FROM ACCOUNT NO. 415-1438-535-0-6304; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility District currently has an agreement with Wharton-Smith, Inc. to renovate Lift Station 10 located on Singer Island; and

WHEREAS, during the renovation process it was determined that the 20 inch influent ductile pipe is in poor condition and it's impossible to predict when the pipe will fail causing significant damage; and

WHEREAS, by replacing the 20 inch influent ductile pipe during the current renovation process is cost effective and minimizes the possibility of failure in the future; and

WHEREAS, Wharton-Smith, Inc. has provided an estimate to replace the 20 inch influent ductile pipe during the current renovation process.

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

SECTION 1: The Utility Special District Board ratifies the City Manager's authorization for Wharton-Smith, Inc. to repair the 20 inch influent ductile pipe.

SECTION 2: The Utility District Finance Director is authorized to make payment for same from 415-1438-535-0-6304 in the amount not to exceed \$36,272.00.

RESOLUTION NO. _____
PAGE 2

SECTION 3: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this _____ day of _____, 2017.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

APPROVED:

KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

TONYA DAVIS JOHNSON
CHAIR PRO-TEM

LYNNE L. HUBBARD
BOARD MEMBER

DAWN S. PARDO
BOARD MEMBER

TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

T. DAVIS _____

K. MILLER-ANDERSON _____

L. HUBBARD _____

TONYA DAVIS JOHNSON _____

D. PARDO _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT,
DISTRICT ATTORNEY

DATE: _____

INTER-DEPARTMENTAL COMMUNICATION

TO: JONATHAN EVANS, CITY MANAGER**FROM: TROY F. PERRY, INTERIM EXECUTIVE DIRECTOR****DATE: AUGUST 10, 2017****SUBJECT: LIFT STATION NO. 10 - 20-INCH INFLUENT DUCTILE IRON PIPE**

As a follow-up to our recent conversation regarding the additional work at Lift Station NO. 10, attached please find a correspondence from Mark Drummond, the Engineer for C-Solutions.

During the rehabilitation of Lift Station No. 10 by Wharton-Smith, the 20-inch 90 degree tee at the end of the influent 20-inch sanitary sewer was removed as required and it was noted that the influent 20-inch sanitary sewer is in poor condition (corroded) and should be rehabilitated. Rehabilitation of the collection system was not part of the original scope of work for the rehabilitation of Lift Station No. 10 nor was the 20-inch sanitary sewer outside of the wet well part of the re-configuration of any piping required for the new configuration of Lift Station No. 10.

Mr. Drummond's recommendation is that rehabilitation of the 20-inch influent ductile iron pipe (DIP) should be performed as soon as possible and prior to pipe failure. We cannot predict the timing of failure and the 20-inch DIP may continue to perform its intended function for years to come; however, the risk of failure is high as all sewage transferred from Singer Island passes through this one pipe into Lift Station No. 10 and there are no alternative routes. Wharton-Smith provided cost estimates for both repair and replacement of this pipeline which were estimated at approximately \$36,272 and \$129,366 respectively.

Again, while the cost of repair is not part of the original agreement with Wharton Smith, the repair costs will be covered in the Utility District repair budget.

I recommend that we move forward with making this repair at a cost of \$36,272.00 to avoid increased future costs and the potential for failure.

Should you have any questions, please contact me as soon as possible.

C: Randy Sherman, Director of Finance and Administrative Services
Department file

Randy Sherman: Approved/Disapproved _____

Jonathan Evans: Approved/Disapproved _____

Perry, Troy

From: Mark Drummond <mdrummond@csolutions-us.com>
Sent: Tuesday, August 08, 2017 10:44 AM
To: Perry, Troy
Cc: Walker, Leighton C; Davis, Allen
Subject: Rehabilitation Recommendation - 20-inch Influent DIP at LS10

Importance: High

Mr. Perry,

Per your request below is our recommendation as previously stated.

During the rehabilitation of LS No. 10 by Wharton-Smith, the 20-inch 90 degree tee at the end of the influent 20-inch sanitary sewer was removed as required and it was noted that the influent 20-inch sanitary sewer is in poor condition (corroded) and should be rehabilitated. Rehabilitation of the collection system was not part of the original scope of work for the rehabilitation of LS No. 10 nor was the 20-inch sanitary sewer outside of the wetwell part of the re-configuration of any piping required for the new configuration of LS No. 10. Additionally, at the time of design there were no reports from RBUD staff of any issues related to the condition of the 20-inch influent pipe into LS No. 10 that would have changed this assessment. It should also be noted that the design for LS No. 10 was performed and completed in 2013 but not advertised for bid until March of 2015 so conditions may have worsened by time that the project started construction. With this in mind, the original plan was to remove the 90 degree bend and attach to the existing piping to extend discharge to a more desirable location within the wetwell. Attachment to this 20-inch ductile iron pipe (DIP) as originally envisioned was not seen as advisable once the condition of the piping was reported by the Contractor, following their visual inspection after LS No. 10 was taken offline.

It is the Engineer's recommendation that rehabilitation of the 20-inch influent DIP should be performed as soon as possible and prior to pipe failure. We cannot predict the timing of failure and the 20-inch DIP may continue to perform its intended function for years to come; however, the risk of failure is high as all sewage transferred from Singer Island passes through this one pipe into LS No. 10 and there are no alternative routes. We also now know that the pipe is in poor condition as the Contractor was able to visually inspect this pipe subsequent to taking LS No. 10 offline, pumping down the wetwell, removing the 90-degree bend and then performing an inspection. It is the Engineer's opinion that using cured-in place pipe (CIPP) liner to rehabilitate the existing pipe is the fastest and cheapest method for rehabilitation. It should be noted the Wharton-Smith provided cost estimates for both repair and replacement of this pipeline which were estimated at approximately \$36,272 and \$129,366 respectively. We believe this rehabilitation should take place while the existing contract with Wharton-Smith is in place for the following reasons:

- 1) Rehabilitation of the pipeline immediately would greatly reduce any risk of failure
- 2) This could complete any construction in the immediate area of LS No. 10 for the foreseeable future. The public's acceptance for another construction project following the completion of this project in this same area within the near future would likely be low.
- 3) The cost of doing such a rehabilitation within the existing construction project would likely be significantly less since LS No. 10 is currently offline and this condition will reduce the cost of bypass for the 20-inch DIP during CIPP rehabilitation
- 4) The difficulty of performing bypass and risk of overflow could be considerably greater once LS No. 10 is put back into full service and the current bypass system removed

The Engineer understands that only one fully responsive bid has been provided for rehabilitation of the 20-inch DIP with CIPP and that this cost is high. However we believe in the current work environment few qualified firms are willing to take the risk associated with this project for a relatively small amount of pipeline to be rehabilitated and if they do so they will charge a premium. Also prices will be high when compared to the linear footage of lining to be installed since the amount of pipeline to be rehabilitated is very small and the mobilization and accommodation for risk is thus distributed to a couple feet of pipe as opposed to thousands of feet of pipe. The firm (Insituform) that has submitted a bid to Wharton-Smith to perform the lining and associated bypass operations is a highly qualified firm in this field and is one of the pioneers in this method of rehabilitation. We can highly recommend their ability to perform such work. Considering the

existing conditions we strongly advise that the City proceed with awarding this work to Wharton-Smith utilizing Insituform immediately as a change order to the existing contract. Time is of the essence for providing written approval to proceed with this work since the project is nearing completion and the availability of Insituform to perform this work needs to be ascertained quickly to minimize any potential delays.



Best regards,
Mark

Mark Drummond, P.E., BCEE

4152 W. Blue Heron Blvd. # 225

Riviera Beach, FL 33404

www.csolutions-us.com



May 31, 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. 07 Option B Revision 1
City of Riviera Beach
The Rehabilitation/Replacement of Lift Stations No. 10 and No. 50
Line 20-inch Influent Pipe @ LS 10

Dear Mr. Drummond:

As requested, we have developed Proposal Summary No. 07 Option B Revision 1 for additional costs to line the existing 20-inch Influent Pipe at LS 10. 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 \$37,723.00 with all associated back-up documentation.

Detailed explanation of items included in this proposal are as follows:

- Lining of existing 20" influent pipe with polyester resin impregnated CIPP liner in accordance with ASTM F1216 or F1743
- CCTV inspection of the pipe before and after the lining is complete
- Sewage bypassing as required to perform this work

Detailed explanation of items not included in this proposal are as follows:

- Coating/restoration of existing manhole is not included

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.



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Sincerely,
Wharton-Smith, Inc.

James M. Contino
Project Manager

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

Summary



CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

PROPOSAL SUMMARY

5/31/2017

#	DESCRIPTION	NOTES
1	Furnish all necessary labor, materials, tools, equipment and supervision required for additional costs to	
2	furnish and install polyester resin impregnated CIPP liner in the existing 20-inch influent pipe @ LS 10.	
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	\$ -
14	Tax 7.00%	\$ -
15	Markup 15.0%	\$ -
16		\$ -
17		
18	LABOR	TOTAL
19	From Page 3 24.88	\$ 94.33
20	Markup 15.0%	\$ 352.05
21		\$ 2,699.05
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	\$ 33,000.00
31		\$ -
32		
33		
34	Subtotal	\$ 33,000.00
35	Markup 5.0%	\$ 1,650.00
36		\$ 34,650.00
37		
38	OTHER	TOTAL
39	Extended Overhead	Days * Cost Per Day \$ -
40	Additional Insurance 0.45%	M + L + T&E + S \$ 37,349.05
41	Additional Bond 0.55%	M + L + T&E + S \$ 37,517.12
42	Subtotal	\$ 374.41
43	Markup 0.0%	\$ 374.41
44		\$ 374.41
45		
46	FINAL QUOTE TOTAL	TOTAL
47		\$ 37,723.00
48		
49		\$ 37,723.00



CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
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24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38	MATERIAL SUBTOTAL					TOTAL	
39						\$ -	
40					\$	-	



CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

LABOR ESTIMATE

#	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendent	8		\$ 95.00	\$ 142.50	\$ 760.00	\$ -	\$ 760.00	
2	Asst. Superintendent	0		\$ 85.00	\$ 127.50	\$ -	\$ -	\$ -	
3	Surveyor	0		\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
4	Craft Foreman	0		\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
5	Operator	0		\$ 60.00	\$ 90.00	\$ -	\$ -	\$ -	
6	Rodbuster	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
7	Carpenter	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
8	Pipefitter	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
9	Plumber	0		\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
10	Finisher	0		\$ 45.00	\$ 67.50	\$ -	\$ -	\$ -	
11	Laborer	0		\$ 40.00	\$ 60.00	\$ -	\$ -	\$ -	
12					\$ -	\$ -	\$ -	\$ -	
13					\$ -	\$ -	\$ -	\$ -	
14					\$ -	\$ -	\$ -	\$ -	
15					\$ -	\$ -	\$ -	\$ -	
16					\$ -	\$ -	\$ -	\$ -	
17					\$ -	\$ -	\$ -	\$ -	
18					\$ -	\$ -	\$ -	\$ -	
19					\$ -	\$ -	\$ -	\$ -	
20					\$ -	\$ -	\$ -	\$ -	
21		8.0	0.0			\$ 760.00	\$ -		
22		8.0						\$ 760.00	
23									
24	ADJUSTMENTS	%		HRS		RATE / HR		TOTAL	
25	Material Handling	7.0%		0.56		\$ 30.00		\$ 16.80	
26	Testing & Cleaning	2.5%		0.2		\$ 30.00		\$ 6.00	
27	Warranty & Punchlist	1.5%		0.12		\$ 35.00		\$ 4.20	
28				0.88				\$ 27.00	
29									
30	PROJECT MANAGEMENT			HRS		RATE / HR		TOTAL	
31	Project Manager			8		\$ 120.00		\$ 960.00	
32	Asst. Project Manager			0		\$ 105.00		\$ -	
33	Project Engineer			8		\$ 75.00		\$ 600.00	
34				16.0				\$ 1,560.00	
35									
36	LABOR SUBTOTAL			HRS		AVG \$ / HR		TOTAL	
37	Manhours	8.0 0.9		16.0		24.9		\$ 2,347.00	
38				24.9					
39						\$		2,347.00	
40									

**CHANGE ORDER COST PROPOSAL NO. 07**

Revision 01

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

#	TOOLS	DESCRIPTION	REF		RATE	TOTAL	
1	Small Tools	4% Labor Cost	\$ 2,347		4%	\$ 93.88	
2	Consumables	\$1.00 / Labor Hr	24.9		\$ 1.00	\$ 24.88	
3						\$ -	
4						\$ -	
5							
#	EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Pickup Truck			Day	\$ 43.50	\$ -	
8	Air Compressor			Day	\$ 350.00	\$ -	
9	Backhoe/Loader			Day	\$ 465.00	\$ -	
10	Manlift			Day	\$ 450.00	\$ -	
11	Generator			Day	\$ 68.50	\$ -	
##						\$ -	
##							
##	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
##	Welder			Day	\$ 74.80	\$ -	
##	Trencher			Day	\$ 245.00	\$ -	
##	Lift			Day	\$ 47.50	\$ -	
##	Lull Loader			Day	\$ 575.00	\$ -	
##	Backhoe			Day	\$ 465.00	\$ -	
##	Concrete Pump			Day	\$ 960.00	\$ -	
##	Excavator			Day	\$ 465.00	\$ -	
##	150 Ton Crane			Day	\$ 3,500.00	\$ -	
##	Core Drill			Day	\$ 85.00	\$ -	
##						\$ -	
##							
##	FUEL	DESCRIPTION		Rate	REF	TOTAL	
##	Equipment Fuel	12% Fueled Equipment Cost		12%	\$ -	\$ -	
##						\$ -	
##							
##							
##	EQUIPMENT SUBTOTAL					TOTAL	
##						\$ -	
##							
##						\$ -	



CHANGE ORDER COST PROPOSAL NO. 07

Revision 01

Riviera Beach LS 10 & 50

SUBCONTRACT ESTIMATE

#	SUBCONTRACTOR	SCOPE	INV	TOTAL	NOTES
1	Insituform	Furnish & install polyester resin impregnated CIPP liner		\$ 33,000.00	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38	SUBCONTRACT SUBTOTAL			TOTAL	
39				\$ 33,000.00	
40				\$ 33,000.00	

[illegible]



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

9001 NW 97th Terrace
Suite F
Medley, FL 33178

John Tucker
Business Development Manager

Phone: (407) 988-5582
Email: jtucker@aegion.com

May 8, 2017

James M. Contino
Project Manager
Wharton-Smith Inc
125 W. Indiantown Rd, Suite 201
Jupiter, FL 33458

Re: 17-012 Riviera Beach LS10

Dear Mr. Contino,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **Wharton-Smith, Inc.** hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. **ITL will provide two (2) tankers for bypassing when the line is being installed.**
4. Internal reinstatement of all service connections as directed by the Customer or their representative.
5. CCTV inspection of the pipe before and after the lining is complete.
6. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
7. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.

3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
1	CIPP 20"	LS	1	\$33,000.00	\$33,000.00
	Price Includes (2) Tankers & (1) Spool Piece				
	TOTAL				\$33,000.00

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calclum, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. **It is not the responsibility of ITL to keep the Wet Well dry.**
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.

21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. PAYMENT: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,200** per hour.
9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.

10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

John Tucker
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

	Fiscal Years 20 <u>17</u>	20 <u>18</u>	20 <u>19</u>	20 <u>20</u>	20 <u>21</u>
Capital Expenditures	\$ <u>36,272.00</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Operating Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ <u>36,272.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
NO. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?	Yes <u>X</u> No _____				
Budget Account No.: _____	Fund <u>415</u> Dept/Division <u>1438</u> Org. <u>535</u> Object <u>6304</u>				
Reporting Category _____					

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

The replacement and renovation costs for Lift Stations are budgeted in the existing Utility Special District Capital Plan.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department

Purchasing and Grants

B. Other Department Review:

Department Director

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

Meeting Date: 8/21/2017

Agenda Category:

Subject: POWER AND AUTHORITY OF UTILITY SPECIAL DISTRICT - UTILITY DIRECTOR.

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:

The Utility Special District is a District created under Ordinance No. 2972. Since its inception the Board of Directors have intended and treated the Utility Special District as a City department under the direction and supervision of the City Manager. All previous directors have been appointed and supervised by the City Manager pursuant to the service agreement between the District and the City that indicates in that agreement that it would provide for the District a Utilities Director.

Because the District is a separate legal entity. Under the statute and ordinance creating the district, the power and authority to create and appoint a "Utility Director" is vested in Utility Board.

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
080917_Resolution_Utility_Special_District_USD_Director.doc	RESOLUTION	8/14/2017	Resolution
08_09_17_Memo_Power____Authority_of_USD_-_Utility_Director.pdf	MEMO	8/14/2017	Cover Memo
ORDINANCE_NO_2972.pdf	ORDINANCE NO. 2972	8/14/2017	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	8/14/2017 - 4:54 PM
Purchasing	Little, Rickey	Approved	8/14/2017 - 4:58 PM
Finance	sherman, randy	Approved	8/14/2017 - 5:00 PM
Attorney	Lina Busby, Lina	Approved	8/15/2017 - 11:22 AM
City Clerk	Burgess, Jackie	Approved	8/15/2017 - 1:53 PM
City Manager	Evans, Jonathan	Approved	8/15/2017 - 4:15 PM

RESOLUTION NO. _____

A RESOLUTION OF THE UTILITY BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH SPECIAL UTILITY DISTRICT, PALM BEACH COUNTY, FLORIDA AUTHORIZING AND RATIFYING THE CREATION OF THE POSITION OF UTILITIES DIRECTOR IN ACCORDANCE WITH THE SERVICE AGREEMENT BETWEEN THE CITY AND THE SPECIAL UTILITY DISTRICT PER RESOLUTION 158-04; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach created an independent special district for the purposes of providing water and waste water services in accordance with Chapter 189 F.S.; and

WHEREAS, the City entered into an agreement with the Utility Special District to provide certain support services including a full time Director of Utilities in Resolution 158-04; and

WHEREAS, Section 3.05 (C) of the Charter for the Riviera Beach Utility Special District Director specifically vests the creation of any and all necessary offices to establish of the power, duties and compensation of all employees of the District in the Utility Special District; and

WHEREAS, the Utility Special District Board of Directors has not here-to-fore delegated the creation of the office of Utilities Director and the supervision of that office and position to the City of Riviera Beach.

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

SECTION 1. All actions and appointments of the City of Riviera Beach pursuant to the service agreement between the Utility Special District and the City of Riviera Beach are hereby ratified and approved.

SECTION 2. That the City of Riviera Beach is hereby delegated any and all authority necessary to provide services and otherwise comply with the services agreement entered into by and between the City of Riviera Beach Florida, and the Riviera Beach Utility Special District.

SECTION 3: That the Resolution take effect upon passage and approval by the Utility Special District Board.

PASSED AND APPROVED this _____ day of _____, 2017.

RESOLUTION NO.: _____

PAGE 2 of 2

APPROVED:

KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

TONYA DAVIS JOHNSON
CHAIR PRO TEM

LYNNE L. HUBBARD
BOARD MEMBER

DAWN S. PARDO
BOARD MEMBER

TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

K. MILLER-ANDERSON _____

T. DAVIS JOHNSON _____

L. HUBBARD _____

D. PARDO _____

T. DAVIS _____

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT, III
CITY ATTORNEY

DATE: _____

MEMORANDUM

TO: UTILITY SPECIAL DISTRICT BOARD

FROM: ANDREW DEGRAFFENREIDT, CITY ATTORNEY *AD*

CC: JONATHAN E. EVANS, CITY MANAGER

DATE: AUGUST 9, 2017

RE: POWER AND AUTHORITY OF UTILITY SPECIAL DISTRICT -
UTILITY DIRECTOR

The Utility Special District is a District created under Ordinance No. 2972. Since its inception the Board of Directors have intended and treated the Utility Special District as a City department under the direction and supervision of the City Manager. All previous directors have been appointed and supervised by the City Manager pursuant to the service agreement between the District and the City that indicates in that agreement that it would provide for the District a Utilities Director.

Because the District is a separate legal entity. Under the statute and ordinance creating the district, the power and authority to create and appoint a "Utility Director" is vested in Utility Board. While the Board can delegate that authority to the City and the City Manager, that action, although clearly intended, has never been taken due to an oversight in the initial establishment of the relationship between the District and the Board.

The technical oversight is easily resolved by the adoption of the attached resolution.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Attachments

AD:syj

ORDINANCE NO. 2972

**AN ORDINANCE OF THE CITY OF RIVIERA BEACH,
PALM BEACH COUNTY, FLORIDA CREATING THE
CITY OF RIVIERA BEACH UTILITY SPECIAL
DISTRICT; ADOPTING THE SPECIAL DISTRICT
CHARTER; PROVIDING FOR CONFLICTS,
CODIFICATION AND SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Article VIII, Section 1, of the Florida Constitution, and other applicable laws, the City Council of the City of Riviera Beach, Florida, as a Home Rule municipality, has all powers of local self government to perform city functions and to render city services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of city ordinances; and

WHEREAS, pursuant to Chapter 189, Florida Statutes, the Uniform Special District Accountability Act of 1989, as amended from time to time, municipalities may create a Special District to perform special purposes, including, but not limited to, the acquisition, financing, operation, management, repair, replacement, renewal, extension and expansion of public infrastructure for the provision of municipal services; and

WHEREAS, the City has determined that it is in its best interests and the best interests of its residents and the public to create, own, improve, construct, operate and maintain a utility special district, and that a utility special district is the best alternative to accomplish the City's utility infrastructure purposes, for the following reasons:

(1) From the public perspective, in order to promote the public health, safety and welfare of the City, and to protect and preserve the environment in and around the City, the creation of a utility special district best serves the public and is in the public interest by allowing greater flexibility for the City to fund and operate necessary capital infrastructure projects.

(2) The City must meet the comprehensive planning requirements of Chapter 163, Florida Statutes, which mandate that Florida local governments, including the City, coordinate available sources of funding and the availability of infrastructure. The creation of a utility special district will be a major factor in such required infrastructure funding and project coordination between utility infrastructure and City general fund infrastructure development.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF RIVIERA BEACH, FLORIDA, as follows:**

ORDINANCE NO. 2972

PAGE 2

SECTION 1. The City is authorized by the Florida Constitution and the provisions of applicable Florida laws, including, but not limited to, Section 189.4041, Florida Statutes, to create a dependent utility special district, and to construct, reconstruct, improve, and extend City utility systems and to issue revenue bonds and other debts if needed to finance in whole or part the cost of such utility systems and to establish just and equitable rates, fees, and charges for the services and facilities provided by the utility systems.

SECTION 2. In accordance with the requirements of Section 189.4041, Florida Statutes, the City hereby adopts the Utility Special District Charter which is attached to this Ordinance (the "Charter") and made a part hereof. The Charter sets forth each of the requirements of Section 189.4041(4), Florida Statutes.

SECTION 3. All ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance or Charter are repealed to the extent of any conflict.

SECTION 4. The provisions of the Charter shall be codified in the City Code.

SECTION 5. In the event that any portion or section of this Ordinance, including, but not limited to, the Charter, is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance or the Charter which shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED on first reading this 2ND day of JUNE, 2004.

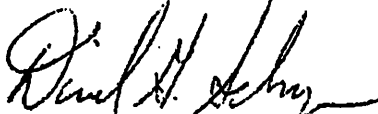
PASSED AND ADOPTED on second and final reading this 16 day of June, 2004.

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ORDINANCE NO. 2972
PAGE 3

APPROVED:

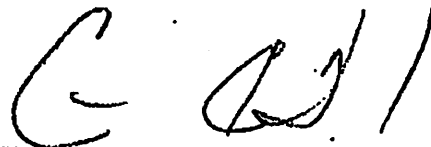

MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON


(MUNICIPAL SEAL)


ANN ILES
CHAIR PRO-TEM

ATTEST:

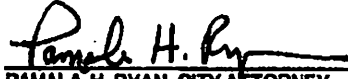

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

ABSENT
ELIZABETH "LIZ" WADE
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 5/26/04

ORDINANCE NO. 2972
PAGE 4

MOTIONED BY: E. WADE

MOTIONED BY: D. WILSON

SECONDED BY: D. WILSON

SECONDED BY: A. ILES

1ST READING

2ND & FINAL READING

D. SCHNYER AYE

AYE

A. ILES AYE

AYE

D. WILSON AYE

AYE

J. DAVIS AYE

AYE

E. WADE AYE


ABSENT

ORDINANCE NO. 2972
PAGE 5

CERTIFICATION OF PUBLICATION

I hereby certify that notice of the proposed enactment of this Ordinance was duly published in a newspaper of general circulation within the City of Riviera Beach as required by the applicable Florida Statutes.

June 16, 2004
Date



Carrie E. Ward, MMC
City Clerk

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

Meeting Date: 8/21/2017

Agenda Category:

Subject: ECR 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

REVIEWERS:

Department

Reviewer

Action

Date

Utility

Perry, Troy

Approved

8/15/2017 - 2:07 PM

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

Meeting Date: 8/21/2017

Agenda Category:

Subject: 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	

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Contractor Contact

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Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
8_15_17_PROGESS_REPORT.pdf	PPROGRESS REPORT	8/15/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	8/15/2017 - 2:07 PM

PROGRESS REPORT
RIVIERA BEACH SPECIAL UTILITY DISTRICT
AUGUST 11, 2017

SUBMITTED BY: TROY F. PERRY

Drinking Water Quality

As part of the Utility District's requirement to conduct sampling throughout the City with an enhanced focus on the western portion of the community, the district remains in compliance with all water quality standards. However, in the month of July, during routine sampling, Total coliform hits were experienced at four of the 40 sampling locations that are sampled within the District. These locations were re-sampled to include sections upstream and downstream of the initial hits and an additional 6 failed in the western portion of the community. After additional flushing all samples were clear. The Health Department was notified of both sampling results. However, anytime more than two (2) samples fail to meet the minimum standards, an in house assessment is required as per the Health Department requirements. This requires close examination of the water treatment process, the distribution system and the raw water wells. Internally, we are also examining the sampling protocol and chemical feed. Required documentation will be completed and submitted to the Health Department.

The District staff continues to use its successful flushing regime, with a direct focus in the western portion of the service area although as previously reported it is manpower intensive.

Flushing lines with Chlorine

In an effort to maintain and ensure high water quality in the Riviera Beach Utility Special District water distribution system, the Utility District will be temporarily modifying the disinfection process used to treat drinking water.

In accordance with a program recommended by the Health Department, the City of Riviera Beach Utility Special District will be using a stronger disinfection process to produce chlorine residual instead of a chloramine residual starting Monday, August 28, 2017 to Monday, September 11, 2017. In addition, the District will increase hydrant flushing during this time. This process is a precautionary measure to ensure that your drinking water supply remains free of bacteria which forms on surfaces in contact with water. These surfaces include water storage tanks and water pipes leading to residences and businesses.

Ave U Chemical Feed

Global Tech was issued a permit by the City and Health Department to move forward with installing the mixer and injector system at Lift Station 50 on Avenue "U". Again, this project is expected to improve water quality and consistency. Full compliance with chloramines residual and bacteriological standards will be more consistent and easier to achieve.

The Water Plant completed installation and training on the New Chemsan chlorine & ammonia analyzer.

The District remains focused on implementing recommendations as outlined in the U.S. Water Report and addressing various other long standing deficiencies. Most of the issues outlined in the various reports and assessments require coordination between other City Departments and the use of outside vendors given the very technical nature of the repairs and replacement of vital equipment.

Significant Incidents

On Wednesday, July 19, 2017, the Utility District staff responded to a sanitary sewer overflow at lift station #50. Staff followed the Utility District's Sanitary Sewer Overflow Response Plan to control the spill and notified the Health Department and Department of Environmental Protection (DEP) of the event.

Staff conducted an investigation to determine what contributed to the overflow and what changes can be implemented to minimize the impact of an overflow occurring in the future. In a report to the City Manager dated July 26, 2017, staff concluded the following:

1. On Wednesday, July 19, 2017, at approximately 9:40 p.m., the Water Plant Operator received a call from a citizen stating that there was an overflow at lift station #50.
2. The Operator immediately contacted the Water/Sewer Superintendent who dispatched a Chief Water/Sewer Maintenance Mechanic to the scene to investigate. Upon arrival, he found evidence that the equipment faulted most likely as a result of a fluctuation in power; however, not to the extent that the fluctuation activated the emergency generator.
3. The Chief Water/Sewer Maintenance Mechanic took immediate steps to stop the overflow and implement the containment and clean-up of the site according to the District's Sanitary Sewer Overflow Response Plan.
4. On Thursday, July 20, 2017, the Water/Sewer Superintendent requested data from the SCADA System that monitors the lift station activity. The information indicates that the Water Plant received a high-high water level alert at around 5:16 p.m. and the alert was acknowledged by staff at 5:33 P.M. During an interview with the Water Plant Operator that was on duty, he indicated that he did not receive the alarm but once he reviewed the data sheet, he indicated it's possible that he acknowledged the alarm without knowing the issue because it is common to receive various trouble signals from lift stations throughout the day.

5. During the interview, the Water Plant Operator also indicated that the voice alarm for the system was disconnected. This additional feature on the system is designed to announce the trouble signal that is being reported at the lift station. I visited the Water Plant Operator's area and spoke with other operators, they indicated that the speaker is always connected but it's usually located inside the computer cabinet but staff has the ability to turn down the volume from the screen.
6. The IT Department worked with Data Flow Systems to identify who or at what point the overflow alarm was acknowledged, unfortunately based on the system configuration, the generic pass code used by all the users makes it impossible to identify.

Recommendations and Changes

1. The City's IT Department is eliminating staff's ability to adjust the voice or volume controls on the computer and SCADA system located in the Water Plant. Installing a lock box to protect and avoid any tampering with the speakers that announces alarms.
2. IT will assign each individual with a separate pass code that will be required when logging into the system.
3. The department is making changes to the operating procedures that will require staff to verify the type of alarm prior to acknowledging or re-setting the system.
4. We are increasing the initial telephone contact numbers as part of the notification process that involves certain types of alarms. All high-high alarms will be monitored by additional staff personnel.
5. All Water Plant Operators will be provided additional training on system monitoring and the identification of various alarms. Additional procedures will also be put in place.

On Tuesday, July 25, 2017, staff responded to the area of 7525 Central Industrial Drive and 7305 Garden Road (adjacent to the Pepsi parking lot) for a ruptured force main. Upon arrival the lift station was turned off to control the rupture and a determination was made that a ruptured sewer main was the cause of the overflow. Staff followed the Utility District's Sanitary Sewer Overspill Response Plan to control and clean-up the overflow and implemented the notification process. That section of the pipe was repaired. However as a result of constant pressure, the force main ruptured in a second section causing an additional overflow on Thursday, July 27, 2017. Staff evaluated the situation and based on the aging infrastructure a decision was made to replace a larger section of the force main.

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 wells are progressing. The District is working daily to restore full service to the entire wellfield. All Webbs is currently replacing the well casing on Well #4.

Training

Water Plant staff completed training procedures for Jar testing and chemical feed measurement.

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.