PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:

June 29, 2010

Consent [X]

Regular []

Public Hearing []

Submitted By: Submitted For:

Water Utilities Department Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) Amendment No. 1 to extend the piggyback contract with Aquifer Maintenance and Performance Systems (AMPS) for rehabilitation of surficial aquifer wells for a period of 365 days in the amount of \$300,000; and B) Amendment No 2 to the contract to incorporate the requirements of the Inspector General Ordinance and the associated fee to the contract.

SUMMARY: On December 1, 2009, the Board approved the piggyback contract (R2009-2074) with AMPS in the amount of \$450,000. The piggyback contract is from the Town of Jupiter (Contract No. JW 09-03). On April 30, 2010 the Town of Jupiter renewed the AMPS contract for a period of 365 days. Amendment No. 1, the extension of the piggyback contract, is a 365 day renewal in an amount not to exceed \$300,000. Amendment No. 2 adds the requirements of the Inspector General Ordinance and the associated fee to the contract. The piggyback contract has been used for wellfield rehabilitation to maintain adequate raw water supply to all of the Water Utilities Department's (WUD) Water Treatment Plants. The Town of Jupiter does not have an SBE program. Amendment No. 1 includes a 15% SBE participation goal in accordance with SBE Ordinance (R2002-064) as a part of the contract extension. AMPS is a local Palm Beach County company. (WUD Project No. 09-069) <u>Districts 2, 5 and 6</u> (MJ)

Background and Justification: WUD operates five (5) surficial water treatment plants with a total of 101 wells. Potable water wells require periodic rehabilitation to maintain productivity and minimize electrical pumping costs. Amendment No. 1 of the piggyback contract with AMPS for well rehabilitation will continue to provide an efficient means to maximize wellfield productivity. It includes line items for removal and installation of well pumps, removal of existing screen and riser, furnishing and installing stainless steel screen and riser, pump testing, and well disinfection for Surficial production wells. The piggyback contract (R-2009-2074) was approved on December 1, 2009 in the amount of \$450,000. The piggyback renewal in the amount of \$300,000 increases the contract amount to \$750,000. Amendment No. 2 incorporates the IG Ordinance to authorize the Inspector General to conduct audits, require reports and be given access to the records of all contractors doing business with the County. The cost for the Office of the Inspector General shall be borne by the imposition of a fee as specified in the IG Ordinance.

Attachments:

- 1. Location Map
- 2. Two (2) Original Amendment No. 1
- 3. Two (2) Original Amendment No. 2
- 4. Public Construction Bond
- 5. Town of Jupiter Contract Renewal (Change Order No. 2)

Recommended By:

Department Director

Dáte

Approved By:

Assistant County Administrator,

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Operating Expenditures External Revenues Program Income (County)	\$300,000.00 <u>0</u> <u>0</u>	<u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u>	<u>0</u> <u>0</u>
In-Kind Match County CCRT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$300,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4001 Dept 720 Unit Various Object 4615

Is Item Included in Current Budget?

Yes_X_ No

Reporting Category N/A

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

The contract will be budgeted from the Water Utilities Department Operating budget and various operating line items. The sources of Water Utilities funds are user fees, connection fees and balances brought forward.

C.	Department Fiscal Review:	Illua m West
	•	

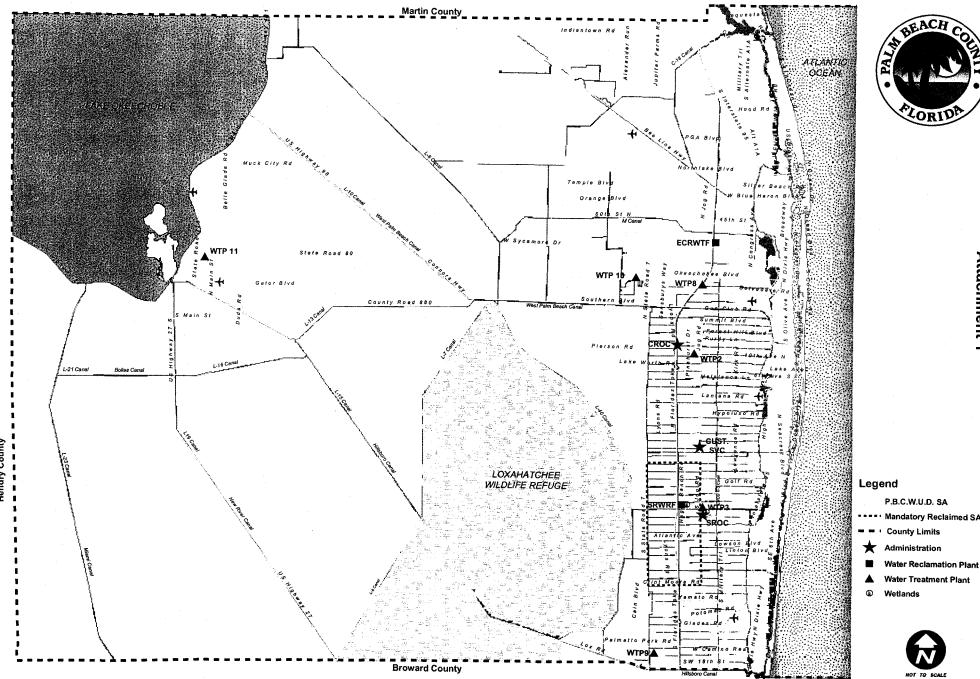
III. REVIEW COMMENTS

A. Qua	OFMB Fiscal and/or Contract Developme	ent and Control Comments: L # 300,000, Total cost #750,000
\$00 ₀	OFMB 6 25 10 6 25 10	Contract Development and Control
B.	Legal Sufficiency: (1) Assistant County Attorney	where Amendments comply with our review way incurents.
C.	Other Department Review:	* Public constructions bond expires I day before Contract; if work is to
	Department Director	be performed under contract after 4/30/11, new public constructions bound is regulared.

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

PALM BEACH COUNTY, FLORIDA

WATER UTILITIES DEPARTMENT SERVICE AREA (SA) AND MAJOR FACILITIES





Attachment 1

• • • • • Mandatory Reclaimed SA



AMENDMENT NO. 1 TO PIGGYBACK CONTRACT FROM THE TOWN OF JUPITER 2009 SURFICIAL AQUIFER WELL REHABILITATION PROGRAM CONTRACT

PROJECT: WATER UTILITIES DEPARTMENT SYSTEMWIDE WELLFIELD REHABILITATION CONTINUING CONSTRUCTION CONTACT

AMENDMENT NO.: 1

WUD PROJECT NO.: WUD 09-069 DOCUMENT NO. R2009-2074

(Contractor):

Aquifer Maintenance and Performance Systems

7146 Haverhill Road

West Palm Beach, FL 33407

CONTRACT DATE: December 1, 2009
NOTICE TO PROCEED: December 1, 2009

BUDGET LINE ITEM: 4011-721-W006-6541 Total Contract Increase = \$300,000.00

You are directed to make the following changes to in this contract:

- 1. Increase the contract not to exceed price by \$300,000.00 with no change in unit prices.
- Increase the contract time by 365 days to match the renewal dates of the Town of Jupiter contract with AMPS, approved on April 30, 2010.
- 3. Include 15% SBE participation in accordance with SBE Ordinance R2002-0064 and AMPS commitment statement.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was	\$450,000.00
Net Change by previous work	\$0.00
The Contract Sum prior to this Amendment No. 1 was	\$450,000.00
The Contract Sum will be increased by this Amendment No. 1	\$300,000.00
The New Contract Sum indicating this Amendment No. 1 will be	\$750,000.00
The Contract Time for Amendment No. 1 will be increased by 365 days	365 days
The Date of Substantial Compl. including this Amendment No. 1:	May 1, 2011
The Date of Final Completion including this Amendment No. 1:	May 1, 2011
The state of the s	<u> </u>

Execution of this Amendment No. 1 acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.

	•	
Palm Beach County Water Utilities Dept. ENGINEER	Aquifer Maintenance and Performance Systems CONTRACTOR	Palm Beach County Board of County Commissioners OWNER
Address P.O. Box 16097 W. Palm Beach, FL 33- BY anc River DATE 5/26/10	1111	Burt Aaronson, Chair Address P.O Box 16097 West Palm Beach, FL 33416 BY DATE
APPROVED AS TO FORM LEGAL SUFFICIENCY:	•	ATTEST: SHARON R. BOCK, CLERK AND COMPTROLLER:
County Attorney	(Corporate Seal) APPROVED AS TO TERMS AND CONDITIONS	Deputy Clerk

April 14, 2010

Palm Beach County 8100 Forest Hill Blvd. West Palm Beach, FL 33413 Attn: Diana Rivera

Re: PROJECT #JW 09-03 (WUD 09-069)

AMPS, Inc. commits to fulfill the 15% Small Business Enterprise (SBE) goal for the above referenced project. This commitment is in accordance with SBE Ordinance (R2002-064) as a part of the contract extension. We plan to use, or continue using, a combination of the following Palm Beach County SBE companies:

- 1) LJB Equipment Sales: for fluid & sand containment during rehabilitations & to dispose of well debris
- 2) Regan's Small Engine Service: for fluid transfer pumps and repairs
- 3) Meyer's Turf: for clean up & site restoration after demobilization of equipment
- 4) Tripp Electric Motors: for miscellaneous vents & air valves needed for rehabs
- 5) ProTec Systems International: for various chemicals (soda ash, sodium thio sulfate, etc.)
- 6) Signing America Corporation: for traffic control & safety during well development
- 7) Florida Geodynamics: for temporary fencing for location safety
- 8) Diversified Supply: for safety equipment

Other SBE vendors may be utilized as the need arises.

If you need any additional information or if we may be of any further assistance please don't hesitate to give us a call. Thank you.

Sincerely,

Jim Murray President

FOR YOUR TOTAL PUMP AND WELL FIELD NEEDS

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND / OR SUBCONTRACTORS

ROJECT NAME OR BID NAME: 2009 Surficial Aquifer Well Rehabilication Progra			PROJECT NO.	OR BID NO.: JW 09-	03 (WUD 09-069	∍)	
NAME OF PRIME BIDDER: Aquifer Ma	intenance & Perf	ormance Systems,	Inc ADDRESS: 71	46 Haverhill	rd., West Pa	lm Beach, Fl	33407
CONTACT PERSON: Jayne Prin						NO: 561-494-2	
BID OPENING DATE:			DEPARTMENT:_				
**********		PLEASE IDE	ENTIFY ALL APP	LICABLE CATEG			
Name, Address and Phone Number		both Categories)	<i>*</i> ******************	Dollar Amount	******************	· 新海沙安市法法南南西南南南南南南南南南南南南南南南南南南南南南南南南南南南南南南南南南	*******
PY6Y&&\$y\$Y&#\$**Yn&&Yn*.******************************</td><td>Minority Busines</td><td>s Small Business</td><td>Black</td><td>Hispanic</td><td>Women</td><td>Caucasian</td><td>Other (Please Specify)</td></tr><tr><td>910 Saturn St Ste 24 Jupiter, F1 33458 (561) 748 5318</td><td></td><td>$\overline{\mathbf{x}}$</td><td>\$</td><td><u> </u></td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>JD Anderson construction, inc 331 W 16th Way Priviera Bch, Fl 33404 (561) 856-9079</td><td>X</td><td>X</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>Diversified Supply 945 N Military Trail West Palm Beach, FL 33415 [561] 697-2864</td><td>X</td><td>X</td><td>\$</td><td><u> </u></td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>D.C. Crane, Inc 3349 Cluster Ave Lake Worth, Fl 33467 561-432-1131</td><td></td><td>X</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>Signature Restoration & Development, LL 5702 Lake Worth Rd Greenacres, FL 33463 551-644-1224</td><td></td><td>X</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>Please use additional sheets if necessary)</td><td>·</td><td>Total</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>Total Bid Price \$ 300,000.00</td><td></td><td>Total Value of</td><td>SBE Participation</td><td>\$45,000,00</td><td></td><td>***************************************</td><td></td></tr></tbody></table>							

NOTE: 1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.

3. M/WBE information is being collected for tracking purposes only.

^{2.} Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND / OR SUBCONTRACTORS

PROJECT NAME OR BID NAME: 2009 Sur	rficial Aquifer Well Reh	abilitation Program	PROJECT NO.	OR BID NO .: JW 09-	03 (WUD 09-06	9)	
NAME OF PRIME BIDDER: Aquifer Maintenance & Performance Systems, CONTACT PERSON: Jayne Prindible BID OPENING DATE:			Inc ADDRESS: 7146 Haverhill rd., West Palm Beach, Fl 33407 PHONE NO: 561-494-2844 FAX NO: 561-494-2944 DEPARTMENT:				
**************		PLEASE IDI		PLICABLE CATEG			
Name, Address and Phone Number Myer's Turf	(Check one or bo Minority Business	th Categories)	Black	Dollar Amount Hispanic	Women	Caucasian	Other (Please Specify)
Myer's Turf 7320 N. Military Trl 1Riviera Beach, Fl 33410 561-842-3261		X	\$	\$	\$	\$	********************
2.			\$	\$	\$	\$	\$
3.			\$	\$	\$	\$	\$
4.			\$	\$	\$	\$	\$
5.			\$	\$	\$	\$	\$
(Please use additional sheets if necessary)		Total	\$	\$	\$	\$	\$
Total Bid Price \$ 300,000.00		Total Value of	SBE Participation	\$45,000.00			,

NOTE: 1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.

2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

SCHEDULE # 2

	PROJECT	NO. OR BID NO.: JW09	-03 (NUN 09-069	PROJECT NAM	E OR BID NAME	VIUDA LATDISHDE 9004	EP WELL REHABILITATION SECON
	TO:	AQUIFER MAINT	ENANCE & P	PERFORMANCE Prime Bidder)	SYSTEMS,	INC	
	The under	signed is certified by Pa		,	nle man and an and		
	Sn	nall Business Enterprise	. 1				
				Minority I	Business Enterp	rise	
	Date of Pal	Hispanic W M Beach County Certifi	cation: VC.	Caucasian	_ Other (Pleas	se Specify)	
	The under	signed is prepared to detail, particular worl	parform the f	.11	<u> </u>	nnection with the	above project
		Sheets May Be Used As		Andrews to be p	enomea):		
	Line Item/						
	Lot No.	Item Description		Qty/Units	Unit Price	Total Price	
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SCHEDULE # 2

PROJECT	TNO, OR BID NO JW09-03 (WOD 09-06)	PROJECT NAME	OR BID NAME:	2009 SURFICIAL AGUIFER WEL	l rehabilitation pr
TO:	AQUIFER MAINTENANCE & (Name o	PERFORMANCE of Prime Bidder)	SYSTEMS,	INC	
The under	rsigned is certified by Palm Beach Cou	nty as a(n) - (checl	cone or more, a	s applicable):	
	mall Business Enterprise X		usiness Enterpri		
Black X	Hispanic Women	Caucasian	Other (Please	e Specify)	
	alm Beach County Certification: March				
The unde	ersigned is prepared to perform the n detail, particular work items or par	following describe	ed work in con	nection with the abo	ve project
	Sheets May Be Used As Necessary				
Line Item Lot No.	/ Item Description	Qty/Units	Unit Price	Total Price	
	6' Chain Link Fence	Per Linear			
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County.	ter into a formal agreement for work w		upon your exec		•
amount of a	ned intends to sub-subcontract any parties and the subcontract must be stated:	portion of this sub \$	contract to a n	on-certified SBE subc	ontractor, the
The unders	signed subcontractor understands the formal subcontractor understands to other biggs and the subcontractors are subcontractors.	nat the provision idders	of this form t	o prime bidder does	not prevent
				on Construction, Inc. name of SBE-MWBE S (Signature)	Subcontractor)
			(Print nam	e/title of person execut of SBE-M/WBE S	
			Date: 05/20	/2010	

DOTABASBAD

SCHEDULE # 2

PROJECT	NO. OR BID NO.: JW09-03 (WIDD 09-069 PI	ROJECT NAME	OR BID NAME:	2009 SURPICIAL AQUIFE	R WELL REMABILITATION PRO
ТО:	AQUIFER MAINTENANCE & PE	RFORMANCE			
7 1		rime Bidder)			
	signed is certified by Palm Beach County				•
	nall Business Enterprise X				
Black	Hispanic X Women C	aucasian	_ Other (Please	e Specify)	
Date of Pal	Im Beach County Certification:	very 26, 2	-010		
The under (Specify in	rsigned is prepared to perform the fol detail, particular work items or parts	lowing describ	ed work in conserformed):	nection with the a	above project
Additional S	Sheets May Be Used As Necessary				•
Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price	
237567	Hard Hat, Std White (MM) Screty Vest Reflective 36" Come 1013 Barricades FL Dat Approval Screty Glosses Ecr Plug Multi Color POOLDX Respirator Duromak Mas on Ho		\$ 10.25 \$ 19.25 \$ 19.25 \$ 19.25 \$ 10.25	\$ 10.25 \$ 5.95 \$119.25 \$96.56 \$3,10 \$12.25 \$ 18.35	
at the follow	ring price/percent \$				
and will ente County.	er into a formal agreement for work with	(Subcontractor	• • • •	cution of a contract	with Palm Beach
f undersign amount of a	ned intends to sub-subcontract any por iny such subcontract must be stated: \$_	tion of this su	bcontract to a n	on-certified SBE	subcontractor, the
The unders	signed subcontractor understands that or from providing quotations to other bidd	the provision lers	By: Creorge (Print name	rame of SBE-M/Wi Seege (Signatur e Urguiola e/title of person ex	President ecuting on behalf as Subcontractor)

PALM BEACH COUNTY OFFICE OF SMALL BUSINESS ASSISTANCE

CERTIFIES THAT

DIVERSIFIED SUPPLY, INC.

VENDOR # VC0000126380

is a Small/Minority Business Enterprise as prescribed by Section 2-80.21 - 2-80.35 of the Palm Beach County Code for a three year period from January 26, 2010 to January 25, 2013.

The following Services and/or Products are covered under this certification:

Adhesives, Epoxy General Purpose Blades, Handsaw Gloves, Safety Head, Ear, Eye & Face Protection Vests, Safety

Palm Beach County Board of County Commissioners

Burt Aarenson, Chair
Karen T. Marcus, Vice Chair
Jeff Konns
Shelley Vana
Steven L. Abrams
Jess F. Sontamaria
Priscilla Taylor
County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker

Haze Oxendine, Director
January 26, 2010

SCHEDULE # 2

111000001	NO. OR BID NO.: 6409-03 (WOD 09-069 PR	OJECT NAME C	OR BID NAME:	2009 SURFICIAL AQUIFER WELL REHABILITATION PR
TO:				
	(Name of Pri	ime Bidder)	<u> </u>	
The unders	igned is certified by Palm Beach County	as a(n) - (check	one or more, as	s applicable):
	all Business Enterprise		siness Enterpris	
Black	Hispanic Women Ca	ucasian	Other (Please	Specify)
	m Beach County Certification:			
The unders	signed is prepared to perform the follo detail, particular work items or parts t	owing described hereof to be per	d work in conr formed):	nection with the above project
	heets May Be Used As Necessary		at representative and a supplication of the su	
Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price
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	,		185./HR	
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	125 Ton Crane has 8	HR. Mini	inum + q	world mohl Demob.
at the followi	ing price/percent \$			
		(Subcontractor's	quote)	,
and will ente County.	er into a formal agreement for work with y	you conditioned (upon your exec	ution of a contract with Palm Beach
If undersigner amount of ar	ed intends to sub-subcontract any port ny such subcontract must be stated: \$	ion of this subc	contract to a no	on-certified SBE subcontractor, the 25 Ton Crane)
The undersi	igned subcontractor understands that or from providing quotations to other bidde	the provision o		
			D.C. (Print n	ame of SBE-M/WBE Subcontractor)
			By:	(Signature)
•	•		Jon	et C. Connor, U.P.
	t		(Print name	e/title of person executing on behalf of SBE-M/WBE Subcontractor)
			Date:5	120/10

PALM BEACH COUNTY OFFICE OF SMALL BUSINESS ASSISTANCE

CERTIFIES THAT

D.G. CRANE SERVICE, INC.

VENDOR #VC0000013993

is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from June 22, 2008 to June 21, 2011.

The following Services and/or Products are covered under this certification:

Crane Rental with Operator

Hazel Oxendine, Director



Palm Beach County Board of County Commissioners

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Asronson
Jess R. Santamaria
County Administrator
Robert Weisman

Deputy County Administrator Verdenia C, Baker

SCHEDULE#2

PROJECT	NO. OR BID NO : JM09-03 (MUD 0	9-069 PROJECT NAME	OR BID NAME: 2009 SURFICIAL AQUIESE WALL EMABILITATION OF	10GRAP
TQ:	AQUIFER MAINTENANCE	& PERFORMANCE	SYSTEMS, INC	
The unders	signed is certified by Palm Beach	County as a(n) - (checi	k one or more, as applicable):	•
	nall Business Enterprise X		usiness Enterprise	
Black	Hispanic Women	Caucasian	Other (Please Specify)	
Date of Pale	m Beach County Certification:	December	9,2009	
The under (Specify in	signed is prepared to perform detail, particular work items o	the following describe parts thereof to be pe	ed work in connection with the above project	
Additional S	Sheets May Be Used As Necessa	nry		
Line Item/ Lot No.	Item Description Buddicades	Qty/Units	Unit Price Total Price	3500
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	7.49	p(11,0). vg		
at the follow	ing price/percent \$,
		(Subcontractor's	g quote)	
County.	er into a formal agreement for wo	ork with you conditioned	upon your execution of a contract with Palm Beach	
lf undersign amount of a	ed intends to sub-subcontract ny such subcontract must be stat	any portion of this sub	contract to a non-certified SBE subcontractor, the	
The undersi		de that the province	of this form to prime bidder does not prevent	
			(Print name of SBE-M/WBE Subcontractor) By:	
			(Signature) Phillip W. Behr Owned Open (Print name/little of person executing on behalf	entere
			of SBE-M/WBE Subcontractor) Date: 5-20-/0	
	•		· · · · · · · · · · · · · · · · · · ·	

PALM BEACH COUNTY OFFICE OF SMALL BUSINESS ASSISTANCE

CERTIFIES THAT

SIGNATURE RESTORATION & DEVELOPMENT, LLG.

VENDOR # VC0000124659

is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from December 9, 2009 to December 8, 2012.

The following Services and/or Products are covered under this certification:

Barricade Placement and Removal Service Construction Materials Fence Installation, Maintenance and Repair General Construction Services

Palm Beach County Board of County Commissioners

Burt Aaronson, Chair Karen T. Marcus, Vice Chair Jeff Koons Shelley Vana Steven L. Abrams Jess R. Santamaria Priscilla A. Taylor

County Administrator
Robert Weisman

Deputy County Administrator

Verdenia C. Baker

Hazel Oxendine, Director

12/09/09



SCHEDULE #2

PROJECT N	NO. OR BID NO.: 5W09-03 (WU	D 09-069 PROJ	ECT NAME C	R BID NAME:_	GOS BURFICIAL MONTER W	ALL REHABILITATION PROG
TO:	AQUIFER MAINTENAN	CE & PERF (Name of Prime	ORMANCE :	systema, I	'NC	
The undersi	igned is certified by Palm Be	ech County as	a(n) - (check	one or more, as	s applicable):	
\$m	all Business Enterprise	_	Minority Bu	siness Enterpris	se	
Black	Hlapanic Women	Cauc	asian	Other (Please	Specify)	
Date of Pair	m Beach County Certification): 				
The under	signed is prepared to perfo detail, particular work item	orm the follow	ring describe	d work in coni	nection with the ab	ove project
Additional S	heets May Be Used As Nece	essary				
Line Item/ Lot No.	Item Description	· ()ty/Units	Unit Price	Total Price	
	Floratam-Sat Red Mulch Pea Rock			#31.00 #31.00		
at the follow	/ing price/percent \$					
		(Subcontractor's	quote)		
County.	er into a formal agreement f					
amount of a	ned intends to sub-subcont any such subcontract must be	Stated: \$, ,		
The under	signed subcontractor unde for from providing quotations	rstands that t	h e provi sion s	Print By: 1-0	(Signature	E Subcontractor)
328W P1	:80 010Z 1Z :AeM	3452564	NO: :207 8	FAX		FROM:

AMENDMENT No. 2 TO PIGGYBACK CONTRACT FROM Town of Jupiter Utilities

2009 Surficial Aquifer Well Rehabilitation Program PROJECT NUMBER JW 09-03 (WUD 09-069)

This Amendment No. 2 dated	to the Contract (R-2009-
2074) dated December 1, 2009 and renewed	on June 29, 2010, by and between Palm
Beach County, a political subdivision of the Sta	ite of Florida, by and through its Board of
Commissioners, hereinafter referred to as the	COUNTY and Aquifer Maintenance and
Performance Systems (AMPS), a corporation a	authorized to do business in the State of
Florida, hereinafter referred to as the CONTRA	CTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with Consultants Competitive Negotiations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to add the requirements of the Inspector General per Ordinance 2009-049.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The following language is added to the Contract:

The COUNTY has established the Office of the Inspector General Ordinance R2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and

receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price. Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Inspector General's office in accordance with Ordinance R2009-049. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 2 on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Burt Aaronson, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:County Attorney	By: Director - Water Utilities Dept.
WITNESS:	CONTRACTOR:
Signature	Signature Signature
Name (type or print)	Name (type or print)
	Pesident
	(Corporate Seal)

Attachment 4

Executed in 2 Counterparts

Public Work F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO:	2096532				
CONTRACTOR NAME:	Aquifer Maintenance & Performance	e Systems, Inc.			
CONTRACTOR ADDRESS:	7146 Haverhill Road North				
	West Palm Beach, FL 33407				
CONTRACTOR PHONE NO:	(561) 494-2844				
SURETY COMPANY:	North American Specialty Insurance	e Company			
	475 North Martingale Road, Suite 8	475 North Martingale Road, Suite 850			
	Schaumburg, IL 60173	(800) 338-0753			
OWNER NAME:	Palm Beach County Board of County	y Commissioners			
OWNER ADDRESS:	50 South Military Trail, Suite #110				
	West Palm Beach, FL 33415-3199				
OWNER PHONE NO.:	(561) 616-6800				
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)					
OBLIGEE ADDRESS:					
OBLIGEE PHONE NO.:					
BOND AMOUNT:	\$300,000.				
CONTRACT NO.: (If applicable)	WUD Project No. WUD 09-069				
DESCRIPTION OF WORK:	Water Utilities Department Systemw Construction Contract Effective April	ide Wellfield Rehabilitation Continuing 30, 2010 through April 30, 2011			
PROJECT LOCATION:	Palm Beach Co., FL				
LEGAL DESCRIPTION: (If applicable)					

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereore.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.

Bond No. 2096532

EFFECTIVE DATE OF THIS BOND WILL BE APRIL 30, 2010 TO APRIL 30, 2011

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We, Aquifer Maintenance & Performance Systems, Inc.
7146 Haverhill Road North, West Palm Beach, FL 33407, (561) 494-2844
(insert name, principal business address and telephone number of contractor)
as Principal and North American Specialty Insurance Company
475 North Martingale Road, Schaumburg, IL 60173, (800) 338-0753
(insert name principal business address and telephone number of surety)
as Surety, are bound to Palm Beach County Board of County Commissioners
50 South Military Trail, Suite #110, West Palm Beach, FL 33415-3199, (561) 616-6800
(insert name, principal address and telephone number of owner of the property or contracting public entity and its contract number)
herein called the Owner, in the sum of \$ 300,000.00 , for payment of which we bind
ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contracted dated 12/01/09 _____, between Principal and Owner for construction of Water Utilities Department Systemwide Wellfield Rehabilitation Continuing Construction Contract EFFECTIVE DATE OF THIS BOND WILL BE APRIL 30,2010 TO APRIL 30, 2011. (insert legal description, street address of the property being improved, and general description of the improvement) the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

DATED on	March 30, 2010	

	PRINCIPAL:
	Aquifer Maintenance & Performance Systems, In
	By: James Milly
	Printed Name: JAMUS MUVO Printed Title: Pusidix
	SURETY:
	North American Specialty Insurance Company
	By: Steelie M. Donahue
	Printed Name: Leslie M. Donahue Printed Title: Attorney-in-Fact
	and FL Licensed Resident Agent Inquiries: (386) 898-0507
6 -0	
STATE OF PUCEVOA	
COUNTY OF John Buch	
The foregoing instrument was acknown 2010, by Property Municipal Control of the c	, as What (title) of
corporation. He/She [please check as applicable]	(State) corporation, on behalf of the
produced // his/her	(state) driver's license, or // his/her
(type of identification	on) as identification.
·	() lut
	(Signature)
NOTA	NOTARPROMINATE Prindible RY PUBLICIASTA PE # Dos 90564 Commission HIV 12 2013
•	(Commission Expirations Davies Co., INC.

STATE OF <u>Florida</u> COUNTY OF <u>Orange</u>	
of North American Specialty Insurance Com	acknowledged before me this 30th day of onahue (name), as Attorney-in-Fact (title) pany (name of corporation), a NEW HAMPSHIRE (State) She (he/she) is personally known to me.
Notary Public State of Florida Christine E Culp My Commission DD819029 Expires 09/01/2012	Christine E. Culp (Printed Name) NOTARY PUBLIC, STATE OF FLORIDA 9/01/2012 (Commission Expiration Date)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint: JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE, J. GREGORY MacKENZIE, DON BRAMLAGE and GLORIA A. RICHARDS JOINTLY OR SEVERALLY Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000: "RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached." IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of September 2008. North American Specialty Insurance Company Washington International Insurance Company State of Illinois County of Du Page On this 30th day of September , 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman . Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies. FOFFICIAL SEAL Donna D. Sklens
Donna D. Sklens, Notary Public DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Equires 10/05/2011 I, James A. Carpenter, the duly elected_ Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of April

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company
North American Specialty Insurance Company

James A. Eupenter



TOWN OF JUPITER

UTILITIES
PO BOX 8900
JUPITER FL 33468-8900
FAX (561) 747-5634

April 30, 2010

Mr. James Murray AMPS 7146 Haverhill Road West Palm Beach, FL 33407

RE:

2009 Surficial Aquifer Well Rehabilitation Program (JW09-03)

Change Order No. 2

Dear Mr. Murray:

Enclosed please find three (3) originals of Change Order No. 2 for the above referenced project. Change Order No. 2 extends AMPs current contract with the Town of Jupiter for surficial aquifer well rehabilitation for an additional year at the original contract unit prices including unit prices added by Change Order No. 1. This change order results in a \$150,000 increase to the current contract price and a 365 calendar day extension to the substantial and final completion dates of the contract. Please sign all three copies of Change Order No. 2. Keep one fully executed change order for your files and return two fully executed change order to our office.

Should you have any questions or need any additional information, please feel free to contact me at (561)741-2537 or amandab@jupiter.fl.us.

Sincerely,

Amanda Z. Barnes, P.E. Assistant Director of Utilities

AZB/aws Attachments

cc:

Ray Snedeker Sally Boylan, Town Clerk JW 09-03 Change Order File Jim Andersen, JLA Geosciences

K:\Water\Mngmt\Amanda\09-03 FY2009 Surficial Well Rehab\Change Orders\CO2\JW 09-03 Change Order No. 2 Letter.DOC

210 Military Trail • Jupiter, Florida 33458 • www.jupiter.fl.us • Phone (561) 746-5134

DATE OF ISSUANCE April 30, 2010	BFFECTIVE DATE April 30, 2019
OWNER Town of Jupiter CONTRACTOR Aguifer Maintenance and Performance Contract for 2009 Surficial Aquifer Well Rehabilitation F OWNER's Contract No. JW 09-03	Systems, Inc. Program
You are directed to make the following changes in the Cor	ntract Documents:
Description: Extend contract for one additional year,	
• • •	ay 1, 2010 and contains the provisions for a year extension.
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times:
\$ 150,000,00	Substantial Completion: May 1, 2010 Ready for final payment: May 1, 2010
Net Increase (Decrease) from previous Change Orders:	Net change from previous Change Orders:
\$0.00	Substantial Completion: <u>0 calendar days</u> Ready for final payment: <u>0 calendar days</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$150,000.00	Substantial Completion: May 1, 2010 Ready for final payment: May 1, 2010
Net Increase (Decrease) of this Change Order:	Net increase (deerease) this Change Order:
\$150,000,00	Substantial Completion:365 Calendar days Ready for final payment:365 Calendar days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$300,000,00	Substantial Completion: May 1, 2011 Ready for final payment: May 1, 2011
APPROVED:	ACCEPTED:
By: Amanda Z. Barnes, P.E.	By: Aquifer Maintenance and Performance Systems, Inc
Town of Jupiter	
Date: 413012010	Date: 4/30/2010
EJCDC 1910-8-B (1996 Edition)	

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Attachment A Description of Changes

Change in Contract Price:

Approved PCO #	Reason for Change Order	Increase/ Deorense
002	Extend contract term for one additional year	\$150,000.00
	Total for Change Order No. 2	\$150,000.00

Change in Contract Time:

Approved PCO #	Reason for Change Order	Increase/ Decrease
002	Extend contract term for one additional year.	365 calendar days
	Total for Change Order No. 2	365 calendar days

Attachment B List of Supporting Documents

Change in Contract Price:

The contract price will be increased by \$150,000.00 for the additional year of work. Pages 13-14 of the contract which identifies the original contract price is attached.

Change in Contract Time:

The contract time will be increased by 365 days. Page 31 of the contract which identifies the provision allowing the Town of Jupiter to extend this contract for one additional year is attached.

Article 3. CONTRACT TIME.

3.1. Term of this contract shall be for a one (1) year period.

OWNER reserves the right to extend the Contract for one (1) additional year.

CONTRACTOR may elect not to extend the contract with 90 days written notice to OWNER.

- 3.2. A Notice to Proceed will be issued to the CONTRACTOR by the OWNER for each work scope approved by the OWNER. Specific Work Tasks are provided in Section 1000 of the Technical Specifications. Well rehabilitation may include any combination of the tasks listed in the Schedule of Values.
- 3.3. Substantial and Final Completion dates will be established for each Work Scope, based upon the contract times identified in Section 1000 of the Technical Specifications with the commencement date being the Notice to Proceed for each approved Work Scope. The work for each approved Work Scope for which a Notice to Proceed has been issued will be completed and ready for substantial and final payment in accordance with Article 14 of the General Conditions and as outlined in the individual Notices to Proceed for each Work Scope.
- 3.4. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraphs 3.1 and 3.3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (But not as a penalty) CONTRACTOR shall pay OWNER Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Paragraphs 3.1 and 3.3 for substantial completion until the Work is substantially complete, and Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraphs 3.1 and 3.3 from the date of final completion until the work has reached final completion. Final completion includes demobilization from the site. Owner may withhold payment to compensate for liquidated damages either by increasing the amount of money being held in retainage or deduct the amount due in Liquidated Damages from the final payment application.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Document in current funds accordance to the Proposal Unit Prices.

Addendum No. 1 JW 09-03

Town of Jupiter FY2009 Surficial Aquifer Woll Rehabilitation Program JW 09-03 Bid Opening: Merch 31, 2009 et 2.00 PM Checked by: Amenda Bernes

Contractor			Aquifer Maintonance and Performance Systems, Inc.		
_	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BUJAV
<u>. </u>	Bonds and Insurance	11	LS	\$6,000,00	\$6,000.0
2	Indemnification	1	LS	\$100.00	\$100.0
3_	General Conditions	1	L8	\$2,500.00	\$2,500.0
4	Mobilization	1	LS	\$5,000.00	\$5,000.00
5	Remove and Install Pump	5	Each	\$2,100,00	\$10,600.00
8	Surfaciant Treatment	500	GL	\$1,35	\$676.00
7_	Acid Treatment	1000	GL	\$5,90	\$5,900.00
8	Removed Existing Screen and Riser	1	Each	\$8,000.00	\$8,000.00
9	Clean Out Open Hole	50	Fool	\$90,00	\$4,500.00
	Furnish and install 6-inch diameter stainless steel				
10	screen and riser	100	Foot	\$110.00	\$11,000.00
	Furnish and install 10-inch diameter stainless steel			•	
11	screen and riser	100	Fool	\$200.00	\$20,000.00
12	Furnish and install gravel pack for well screen	200	Cubic Foot	\$23.05	\$4,610.00
	Furnish and Install gravel back plug for 12 in Liner			V20,00	¥ 1,0 to.o.
13	Placement	200	Cubic Foot	\$7.95	\$1,590,00
14	Furnish and installo 12-inch diameter PVC liner	50	Fool	\$75.00	\$3,750.00
15	Cement grout	100	94lb Sack	\$11,11	\$1,111,00
16	Drill out gravel back plug	76	Fool	\$55.00	\$4,125.00
17	Development	100	Hour	\$180.00	\$18,000.00
18	Pump Testing	8	Hour	\$450.00	\$3,600.00
19	Well Disinfection	6	Each	\$725.00	\$3,825.00
20	Certified Welding Services	20	Hour	\$70.00	\$1,400.00
21	Flow Meter Calibration Services	2	Each	\$344.50	\$689.00
22	Major Site Restoration	2	Each	\$5,000.00	\$10,000.00
23	Minor Site Restoration	3	Each	\$600.00	\$1,800.00
24	Down Hole Video	6	Each	\$695.00	\$3,475.00
25	"Kill" Arlesian Well	3	Each	\$2,400.00	\$7,200.00
				721.33.02	J ,,
28	Extra work by Drilling Crew with Drilling Equipment	10	Hour	\$175,00	\$1,750.00
	Extre Work by Drilling Crew without Drilling			41,4,4	411,00,00
27	Equipment	10	Hour	\$76.00	\$750.00
	Extra Work by Drilling Crew with only Foreman and	iv	1100	370.00	V100.00
8	One Crew Member	100	Hour	\$77.50	\$7,750.00
19	Standby Time with Rig and Crew onsite	100	Hour	\$45.00	\$450.00
10		10	Hour	\$15.00	\$150.00
	Transport of the control of the Character of the Characte	IV		\$10.00	
			TOTAL:		\$150,000.00