

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010 Consent [X] Regular [ ]  
Public Hearing [ ]

Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A) a Contract with R.J. Sullivan Corporation to construct the Southern Region Water Reclamation Facility (SRWRF) Effluent Flow Delivery Modifications in the amount of \$1,349,500; B) Change Order No. 1 to this contract in the deductive amount of \$279,865, deleting materials and equipment for the purpose of sales tax recovery and designating R.J. Sullivan Corporation, as the County's agent for the inspection and receipt of the materials and; C) Purchase Orders with vendors of the materials and equipment in the amount of \$264,000.

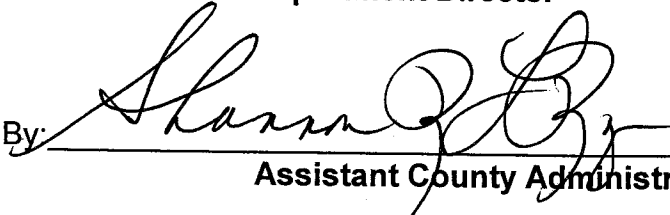
**Summary:** On May 27, 2010, twelve (12) bids were received for construction of the SRWRF Effluent Flow Delivery Modifications project with R.J. Sullivan Corporation being the lowest responsive responsible bidder in the amount of \$1,349,500. This project provides low pressure pumps to the reclaimed water filters, Wakodahatchee and Green Cay wetlands thereby reducing overall pumping costs and energy usage. Estimated energy savings is \$58,600 per year based upon a 2006 energy evaluation. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15.00% overall. The contract with R.J. Sullivan Corporation provides for SBE participation of 17.40%. R.J. Sullivan Corporation is a local Palm Beach County company. (WUD Project No. 07-002) Districts 5 (JM)

**Background and Justification:** On April 19, 2005, the Board approved a contract for Professional Consulting Engineering Services with Jordan Jones and Goulding (JJG) (R2005-0775), to provide Wastewater & Telemetry Consulting Services. On October 25, 2006, the Contract Review Committee approved Consultant Services Authorization No. 12 for the design of the effluent flow delivery modifications. The Effluent Flow Delivery Modifications project at the SRWRF (WUD 07-002) provides for replacing two existing 2 MGD effluent transfer pumps with two new 17.5 MGD pumps and associated piping and valves. The reclaimed water system will be connected to the deep injection wells to enhance operational flexibility and increase injection flow capacity. On May 27, 2010, twelve (12) bids were received for the construction of the project. Staff and consultants have reviewed the bids and recommend award to R.J. Sullivan Corporation as the lowest responsive bidder in the amount of \$1,349,500. Sales tax savings of \$15,865 can be achieved by approving Change Order No. 1 and purchasing the associated materials and equipment directly from the vendor.

**Attachments:**

1. Two (2) Original Contracts
2. Two (2) Original Change Order No. 1
3. Two (2) Original Purchase Order for Materials and Equipment
4. Location Map
5. Engineer's Recommendation & Bid Tabulation Sheet
6. SBE Compliance Review

Recommended By:  7/20/10  
Department Director Date

Approved By:  7/26/10  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>\$1,333,635.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<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>
<b>NET FISCAL IMPACT</b>	<u><b>\$1,333,635.00</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>

Budget Account No.: Fund 4011 Dept 721 Unit W010 Object 6545

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

The work authorization will be budgeted from the Water Utilities Department Capital Improvement Fund. The sources of Water Utilities funds are user fees, connection fees and balances brought forward.

C. Department Fiscal Review: *Debra M West*

**III. REVIEW COMMENTS**

*original contract \$1,349,500  
materials + equipment ded (\$279,865)  
vendor PO \$264,000  
\$1,333,635*

A. OFMB Fiscal and/or Contract Development and Control Comments: *Original contract \$1,349,500, contract decrease (\$279,865). New contract amount \$1,069,635*

*[Signature]* 1/23/10  
OFMB  
*al 1/23/10*

*[Signature]* 1/26/10  
Contract Development and Control  
*G. Jones 1/23/10*

B. Legal Sufficiency:  
*[Signature]* 1/27/10  
Assistant County Attorney

This Contract complies with our contract review requirements.

This item complies with current County policies.

C. Other Department Review:  
\_\_\_\_\_  
Department Director

**CHANGE ORDER No. 1**  
**SRWRF EFFLUENT FLOW DELIVERY MODIFICATIONS PROJECT**  
**PROJECT NO. WUD 07-002**

**CHANGE ORDER NO: 1 (One)**  
**R.J. Sullivan Corporation**  
**2001 NW 22<sup>nd</sup> Street**  
**Pompano Beach, Florida 33069**

**WATER UTILITIES DEPARTMENT**  
**CONTRACT NO. R2010-**  
**CONTRACT DATE: August 17, 2010**  
**NOTICE TO PROCEED:**  
**BUDGET FUND: 4011-721-W010-6545**  
**DISTRICT 5**

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

1. Delete contractor purchase of the following materials and equipment that will now be furnished by the Owner, as listed on the attached Purchase Requisition Request Forms from R.J. Sullivan Corporation and the attached scope of work, in the amount of \$264,000.00 purchase price times the 1.06 sales tax rate plus an addition ½ cent sales tax on the first \$5,000.00 of each purchase order which equals \$279,865.00. The Contractor will install these owner furnished materials and equipment in accordance with the Special Conditions, Provisions Governing State of Florida Sale and Use Tax Exemption for County-Furnished Materials. Project WUD 07-002 are included in a lump sum contract and the material quantities have been estimated by R.J. Sullivan Corporation for the purposes of this change order. The Contractor is responsible to complete the project without excess or wasted materials. The Contractor is responsible for any additional material escalation or delivery charges resulting from their delays. It is the County's intent to purchase only materials required for the project, at a cost not to exceed Contractor's bid price of \$279,865.00 with sales tax or \$264,000.00 without sales tax. It is not the County's intent to deduct from the Contractor's contract amount more than the actual cost of the materials should the actual cost be less than the bid amount. Therefore, should the value of the material and equipment related to this change order exceed \$264,000.00 without sales tax, then the Contractor is responsible for furnishing the additional material and equipment to complete the project at no additional cost to the County. Should the value of the material be less than \$264,000.00 without sales tax, then the Contractor shall be refunded the balance.

**TOTAL CHANGE ORDER NO. 1: <\$279,865.00>**

**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.**

**SRWRF EFFLUENT FLOW DELIVERY MODIFICATIONS PROJECT  
PROJECT NO. WUD 07-002  
CONTRACT NO. R-2010-  
CHANGE ORDER NO. 1(One)**

The original Contract Sum was:	\$1,349,500.00
Net change by previous Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$1,349,500.00
The Contract Sum will be <b>decreased</b> by this Change Order.	<\$279,865.00>
The new Contract Sum including this Change Order will be	\$1,069,635.00
The Contract time will be increased by:	(0)days
The Date of Substantial Completion including this Change Order: Substantial Completion <b>300 days from Notice To Proceed (NTP)</b>	
The Date of Final Completion including this Change Order: <b>330 days from NTP</b>	

**EXECUTION OF THIS CHANGE ORDER 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 MODIFICATIONS 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.**

*Diana Rivera*  
ENGINEER  
Diana Rivera, P.E.  
ADDRESS  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413  
DATE *July 19, 2010*

**R.J. Sullivan  
Corporation**

*Carolyn M. Sullivan*  
CONTRACTOR  
Carolyn Sullivan, Corp. Sec.  
ADDRESS  
2001 NW 22<sup>nd</sup> Street  
Pompano Beach, FL 33069  
DATE *July 8, 2010*

**Palm Beach County Board  
of County Commissioners**

OWNER  
Burt Aaronson, Chair  
ADDRESS  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413  
DATE \_\_\_\_\_

*BAS 7/2/10*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

ATTEST: SHARON R. BOCK,  
CLERK AND COMPTROLLER:

\_\_\_\_\_  
County Attorney (Corporate Seal)

\_\_\_\_\_  
Deputy Clerk

**SRWRF EFFLUENT FLOW DELIVERY MODIFICATIONS PROJECT  
PROJECT NO. WUD 07-002  
SCOPE OF WORK**

Delete Contractor purchase of the following materials and equipment that will be furnished by the Owner per the Special Conditions, Sale and Use Tax Exemption for County-Furnished Materials, as listed on the attached documents from Cardinal Contractors, Inc. Purchase of the equipment and materials by the County will result in savings of the Florida State Sales tax. Except as provided in this Change Order, the Contractor shall provide insurance coverage as stated in the original contract. The Change Order deducts 1.06 times the value of the materials and equipment to be purchased by the County plus the first \$5,000.00 of the purchase price times an additional ½-cent sales tax rate for each of the two (2) purchase orders which equals \$279,865.00. Contractor will act as the County's agent in performing the services required by the Special Conditions.

<b>PO No.</b>	<b>Supplier</b>	<b>Description of Material</b>	<b>Material Price</b>	<b>Sales Tax</b>	<b>Total</b>
1	Carter & VerPlank	SRWRF – Two (2) Effluent Transfer Pumps (Vertical Turbine Pumps Section 11637) and Electric Motor Section 16040)	\$264,000.00	\$15,865.00	\$279,865.00
		Totals	\$264,000.00	\$15,865.00	\$279,865.00

**SRWRF EFFLUENT FLOW DELIVERY MODIFICATIONS PROJECT  
PROJECT NO. WUD 07-002  
CONTRACT NO. R-2010-  
CHANGE ORDER NO. 1(ONE)**

**COST SUMMARY**

<b><u>C.O. #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ADDITIONS</u></b>	<b><u>(DELETIONS)</u></b>	<b><u>NET CHANGE</u></b>
1	Deduction of Materials and equipment.	\$0	<\$279,865.00>	<\$279,865.00>

**SRWRF ODOR ABATEMENT IMPROVEMENTS PROJECT  
PROJECT NO. WUD 07-002  
CONTRACT NO. R-2010-  
CHANGE ORDER NO. 1(One)**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> OWNER INITIATED    | <input type="checkbox"/> QUANTITY OVERRUNS/UNDERRUNS |
| <input type="checkbox"/> DIFFERING SITE CONDITIONS     | <input type="checkbox"/> REQUEST BY ANOTHER AGENCY   |
| <input type="checkbox"/> ZONING/CODE/ORDINANCE CHANGES | <input type="checkbox"/> ERRORS/OMISSIONS IN DESIGN  |
|  | <input type="checkbox"/> Reimbursable                |
|  | <input type="checkbox"/> Non-Reimbursable            |

**SCHEDULE 1**

**PARTICIPATION OF SBE/MWBE CONTRACTORS**

PROJECT NAME: SRWRF Effluent Flow Delivery Modifications Project PROJECT NO. WUD 07-002

NAME OF PRIME CONTRACTOR: R.J. Sullivan Corporation CHANGE ORDER NO. 1

CONTACT PERSON: Carolyn Sullivan, Corporate Secretary PHONE NO: 954-975-0388 FAX NO: 954-975-3333

CONTRACT DATE: \_\_\_\_\_ DEPARTMENT: Water Utilities

Name, Address and Phone Number of M/WBE	Type of Work To Be Performed	Contract Amount			
		Black	Hispanic	Women	Other(Please Specify)
1.		\$ _____	\$ _____	\$ _____	\$ <u>0</u>
2.		\$ _____	\$ _____	\$ _____	\$ <u>0</u>
3.		\$ _____	\$ _____	\$ _____	\$ <u>0</u>
4.		\$ _____	\$ _____	\$ _____	\$ <u>0</u>
5.		\$ _____	\$ _____	\$ _____	\$ <u>0</u>
TOTALS		\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

PRIME CONTRACTOR TO COMPLETE:

ORIGINAL CONTRACT PRICE: \$1,349,500.00 ORIGINAL PARTICIPATION: \$17.40 % PARTICIPATION: 17.40%

ADJUSTED CONTRACT PRICE: \$1,069,635.00 ADJUSTED PARTICIPATION: \$17.40 % PARTICIPATION 17.40%

\* Change Order #1 related to the Sales Tax Recovery Program does not change SBE/M/BE participation.





**WATER UTILITIES DEPARTMENT  
INTEROFFICE MEMORANDUM**

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DATE: July 6, 2010

TO: Jim Mize, Chief Assistant County Attorney

FROM: Diana Rivera, P.E. through *DM*  
Maurice Tobon, P.E., Director of Engineering *MT*  
Water Utilities Department

RE: Southern Region Water Reclamation Facility  
Odor Abatement Improvements Project / WUD 07-002  
Sales Tax Recovery on Owner Furnished Material  
Attorney Approval Form - Purchase Order No. WUD 07-002 - 1

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**MEMO:**

The attached submittal includes the necessary paperwork to process a purchase order for tangible personal property to be provided to the contractor as "government furnished equipment" under the Tax Recovery Program.

Please review the package including the terms and conditions and verify that the purchase complies with the rules governing this program. Your signature below will serve as the Assistant County Attorney's Approval as required by the Purchasing Department.

Should you have any questions, please call Diana Rivera at 493-6117 or Steve McGrew at 493-6110.

Please Check One:

\_\_\_\_\_ Approved, and package:  
forwarded to Water Utilities (Attn: Diana Rivera, 493-6113 - Fax)

\_\_\_\_\_ Returned to Water Utilities with comments (WUD - Attn: Diana Rivera, 493-6117)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Brian Shields, P.E.  
Maurice Tobon, P.E.  
Steve McGrew, P.E.  
File 07-002-1

**Palm Beach County Sales Tax Recovery Program**  
 Project No. WUD 07-002 - Southern Region Water Reclamation Facility  
 Effluent Flow Delivery Modifications Project  
 Contractor - R.J. Sullivan Corporation

PO No.	Supplier	Description of Material	Material Price	Sales Tax	Total
1	Carter & VerPlank	Pumps and Motors	\$264,000.00	\$15,840.00	\$279,840.00

Additional 1/2 cent sales tax on the first \$5,000                      \$25.00                      \$25.00

<b>Totals</b>			<b>\$264,000.00</b>	<b>\$15,865.00</b>	<b>\$279,865.00</b>
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**Purchase Requisition Request Form**  
 SRWRF Effluent Flow Delivery Modifications Project  
 Project Nos. WUD 07-002  
 Palm Beach County, Florida

**Invoicing address:**  
 Palm Beach County Water Utilities  
 8100 Forest Hill Blvd.  
 West Palm Beach, FL 33413  
 ATTN: Vince Riccobono

**ATTACHMENT B**  
 Per Palm Beach County  
 PO # PBC 07-002 - 1

**Issued To:** Carter VerPlanck  
 P.O. Box 24169  
 Tampa, FL 33623  
 Attn: G. B. VerPlanck

**Delivery Address:**  
 Southern Region Water Reclamation Facility,  
 12751 Hagen Ranch Road, Boynton Beach, FL 33437  
**Call for delivery instructions: (561) 381-5310**

Date	Project No.	Deliverey Date	Ship via	F.O.B.	Terms
	WUD 07-002	As ordered by R.J. Sullivan Corp.	VENDOR	Project Site	Net 30

In the event of a conflict between the elements of this Purchase Order, the descending order of enforcement precedence shall be: 1. the Purchase Order, 2. Attachment A and 3. this Attachment B. Invalidation of terms of any portion of this agreement by a terms of higher precedence will be done without invalidating the remaining terms and conditions.

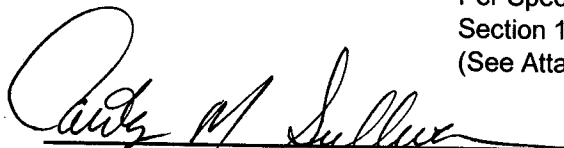
Attachments:

1. Palm Beach County Purchase Order #07-002 - 1
2. Attachment A is included by reference and provides Palm Beach County Terms and Conditions applicable to this Purchase Order.
3. Attachment B, this Purchase Requisition Request Form with attachments, is included by reference and provides a description of materials and equipment as required and provides applicable terms and conditions.

Notes:

1. Contract Schedule: Schedule Shipment as coordinated by R.J. Sullivan Corporation. Submit a minimum of six (6) copies of shop drawings for approval.
2. Vendor shall sign a duplicate copy of the Purchase Order to acknowledge the receipt of this order, acceptance of all Terms and Conditions and return to the Water Utilities Department, Attn: Procurement Manager, 8100 Forest Hill Blvd., WPB, FL 33413
3. This Purchase Order confirms acceptance of WUD 07-002
4. Materials for FOB jobsite.
5. All shipments must be labeled "County Furnished material for Project No. WUD 07-002"
6. Materials shall be complete and in strict accordance with Plans and Specifications prepared by PBCWUD for SRWRF - Effluent Flow Delivery Modifications Project (WUD 07-002), including Addendum No. 1.
7. All deliveries must be scheduled 24 hours in advance. Receiving hours are Monday - Friday (excluding County Hollidays) 7:30 AM - 3:00 PM

Quantity	Description	Unit Cost	Total
1 Lot	Vertical Turbine Pumps Per Specification Section 11236 (See Attachment)	See Attachment	\$264,000.00
		S&H	Included
		SubTotal	\$264,000.00
		Sales Tax Rate	Exempt
		Sales Tax	0.00
		<b>Total Due</b>	<b>\$264,000.00</b>

  
 Authorized Signature: Project Representative  
 Carolyn M. Sullivan



CARTER | VERPLANCK

POST OFFICE BOX 24169

TAMPA, FLORIDA 33623

www.carterverplanck.com

Phone: 813.287.0709

Fax: 813.282.8216



**Quotation**

To: **RJ Sullivan Corporation**  
**2001 NW 22<sup>nd</sup> Street**  
**Pompano Beach, FL 33069**

Date: **July 1, 2010**

Attn: **Carolyn Sullivan**

Re: **Palm Beach County WUD**  
**Southern Region WRF**  
**Effluent Flow Delivery Modifications**  
**Engineer: JJ&G/Jacobs**

**WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS**

**Section #11236- Vertical Turbine Pumps**

Two (2) Flowserve Model #32ENL-One Stage Vertical Turbine Pumping units shall be supplied for installation by the Contractor. Units shall have materials of construction in accordance with Section #11236, as follows:

I. Specification Sections applicable to this proposal:

- A. Section 11637- Vertical Turbine Pumps
- B. Section 16040- Electric Motors

II. Equipment and accessories included as applicable:

- A. Effluent Transfer Pumps #2 & 3- Two (2) Flowserve Model #32ENL-1 Stage Vertical Turbine Pumps, including 200 HP 720 RPM TEFC motors.
- B. Cast iron bowls & suction bell
- C. Bronze impellers fitted with 316 SS impeller wearing rings
- D. Bronze bowl bearings
- E. 416 SS pump bowl shaft
- F. 316L SS basket strainer
- G. 24"- flanged end, steel column pipe, with 416 SS open lineshaft with threaded couplings and rubber bearings- *max 5 ft. sections*
- H. 24"-150# flanged end, fabricated steel discharge heads
- I. Mechanical seals, Chesterton 155, or equal
- J. 416 SS head shaft
- K. Flanged, adjustable, spacer-coupling
- L. All assembly hardware 316 SS
- M. Spare Parts: **TOTAL, *not each pump***
  - One (1) complete mechanical seal
  - One (1) complete set of all the pump's gaskets and o-rings
  - One (1) complete set of all the pump's bearings
  - One (1) complete set of all the pump's keys, dowels & pins
- N. Tnemec Series N140 Pota-Pox: OD/ID of bowls, OD/ID column, ID of discharge heads, OD



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To: **RJ Sullivan Corporation**  
**2001 NW 22<sup>nd</sup> Street**  
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Date: **July 1, 2010**

Attn: **Carolyn Sullivan**

Re: **Palm Beach County WUD**  
**Southern Region WRF**  
**Effluent Flow Delivery Modifications**  
**Engineer: JJ&G/Jacobs**

**WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS**

- of the discharge heads blast cleaned per SP10 and coated with Tnemec N69 epoxoline
- O. Non-witnessed factory hydrostatic tests on the bowls and discharge heads. Non-witnessed factory performance test on each pump assembly, using its assigned job motor, at the design speed only. All testing in accordance with the latest standards of Hydraulic Institute.
  - P. Motors- TEFC, vertical solid shaft, 3/60/480v, inverter duty, premium efficiency, Class F insulation, NRR, winding RTDs, 120v space heater, oversized conduit box with ground lug. Each motor will receive a non-witnessed routine and complete test.

**Please Note:** Per Section #11236 (1.03) B and (2.03) A.2, motors provided are 710 RPM. Higher speed motors will not be acceptable.

III. Items that **are** included:

- A. Freight to jobsite
- B. O&M training
- C. Factory performance testing prior to shipment
- D. O&M manuals

IV. Items **not** included:

- A. Suction or discharge piping, dresser couplings, check valves, air release valves, fittings, etc.
- B. Seal water or drain accessories; solids separators, flow indicators, pressure reducing or air removal valves, Y strainers, petcocks, fittings or miscellaneous tubing.
- C. Pressure gauges
- D. Sub-base plates, sole plates, anchor bolts, templates
- E. Variable speed drives, controls, control panels, reduce voltage motor starters, power factor correction capacitors, switches, instrumentation, MCCs, cable, conduits or any electrical control equipment.
- F. Vibration monitors or monitoring system components
- G. Special tools or motor supports
- H. Standard tool or tool chest, lubricants, grease fitting extensions or guns



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TAMPA, FLORIDA 33623  
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Phone: 813.287.0709  
Fax: 813.282.8216



**Quotation**

**To: RJ Sullivan Corporation  
2001 NW 22<sup>nd</sup> Street  
Pompano Beach, FL 33069**

**Date: July 1, 2010**

**Attn: Carolyn Sullivan**

**Re: Palm Beach County WUD  
Southern Region WRF  
Effluent Flow Delivery Modifications  
Engineer: JJ&G/Jacobs**

**WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL FOR ACCEPTANCE WITHIN 30 DAYS**

I. Long term storage prep or packaging

**PRICE FOR ALL FORGOING, FOB FACTORY, FREIGHT ALLOWED SITE:**

**\$264,000.00**

**NET LOT, PLUS TAX (IF APPLICABLE)**

**Please Note:**

1. We do not include sales tax, pressure gauges, anchor bolts, wire cable, conduit, piping, installation, hook-up, field testing, control panels or any other accessories or other ancillary items which are not specifically called out in this scope of supply.
2. We do not include: VFD's, gauges or any other miscellaneous accessories not specifically called out herein.
3. Warranty is manufacturer's standard and shall be for a period of eighteen months from shipment or one (1) year from start-up.
4. Payment terms are 90% Net 30 days from delivery, 10% upon start-up, not to exceed 120 days from delivery.

TERMS: 100% Net 30 days after invoice date

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX  
PAYABLE UNDER ANY STATE OF FEDERAL STATUE

-WITH CREDIT APPROVAL

CARTER & VERPLANCK, INC.

BY G. B. VerPlanck

## SPECIAL CONDITIONS

### PROVISIONS GOVERNING STATE OF FLORIDA SALE AND USE TAX EXEMPTION FOR COUNTY-FURNISHED MATERIALS

1. Sales and Use Taxes. The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the **Southern Region Water Reclamation Facility Effluent Flow Delivery Modifications, Project No. WUD 07-002** (hereinafter the "Project"). The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the County in the form of a change order. All direct purchases of materials and equipment shall be made by the County with funds specifically allocated for the construction of the Project. The Contractor shall notify the County no later than **10 calendar days** after request by County of the requested materials and equipment to be purchased by the County for the Project. The standard Palm Beach County Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Palm Beach County Terms and Conditions and the Technical Specifications.
  - 1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the County's Construction Services Project Manager; (b) prepare a requisition for such materials and equipment on the County's form of requisition; and (c) deliver any such requisition to the County's Construction Services Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the County's Construction Services Project Manager shall forward same to the County. The County shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The County shall include with any such Purchase Order, a copy of the County's sales and use tax exemption certificate. The County shall make direct payment to the vendor from the County's account.
  - 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the County shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the County in writing and the County shall reject such material and equipment.

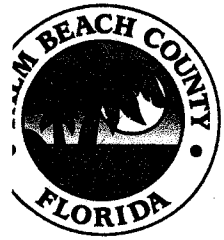
- 1.3 The County shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 1.5.
- 1.4 To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment plus an additional 0.5% of the first \$5,000.00 purchased directly by the County.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the County in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the County in accordance with this Special Condition (the "County Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as County-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of County Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the County may require. The Contractor shall deliver to the County's Construction Services Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for County Furnished Materials, the County's Construction Services Project Manager shall deliver such invoice to the County for payment directly to the vendor.
- 1.7 The Contractor shall inspect all County Furnished Materials to determine that such County Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such County Furnished Materials are patently defective, and whether such County Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming County Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the County's Construction Services Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those County Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming County Furnished Materials, the Contractor shall be



- responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 1.8 The Contractor shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials. The Contractor shall account monthly to the County's Construction Services Project Manager and County for any County Furnished Materials delivered to the Site, indicating which County Furnished Materials have been incorporated into the Work.
  - 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all County Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the County or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
  - 1.10 After the County takes possession of the County Furnished Materials at the Site, possession of the County's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of County Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and such Contractor. The County shall be considered the bailor and such Contractor the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
  - 1.11 The Contractor shall purchase and maintain builder's risk insurance, naming the County as an additional insured, sufficient to protect against loss of or damage to County-Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any County-Furnished Materials between the time the County first takes title to and possession of any of such County-Furnished Materials until final completion of the Work."
  - 1.12 The County shall not be liable for any interruption or delay damages in the Project by virtue of ordering the County Furnished Materials, for any defects or other problems with the Project by virtue of ordering the County Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the County Furnished Materials.
  - 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of County Furnished Materials delivered to the Site during the prior month and either concur or object to the County's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the County Furnished Materials for which payment has not been made were either non-conforming or defective.
  - 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the County's Construction Services Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence

and approval, which shall be delivered to the County by the County's Construction Services Project Manager. There shall be no retention on County Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

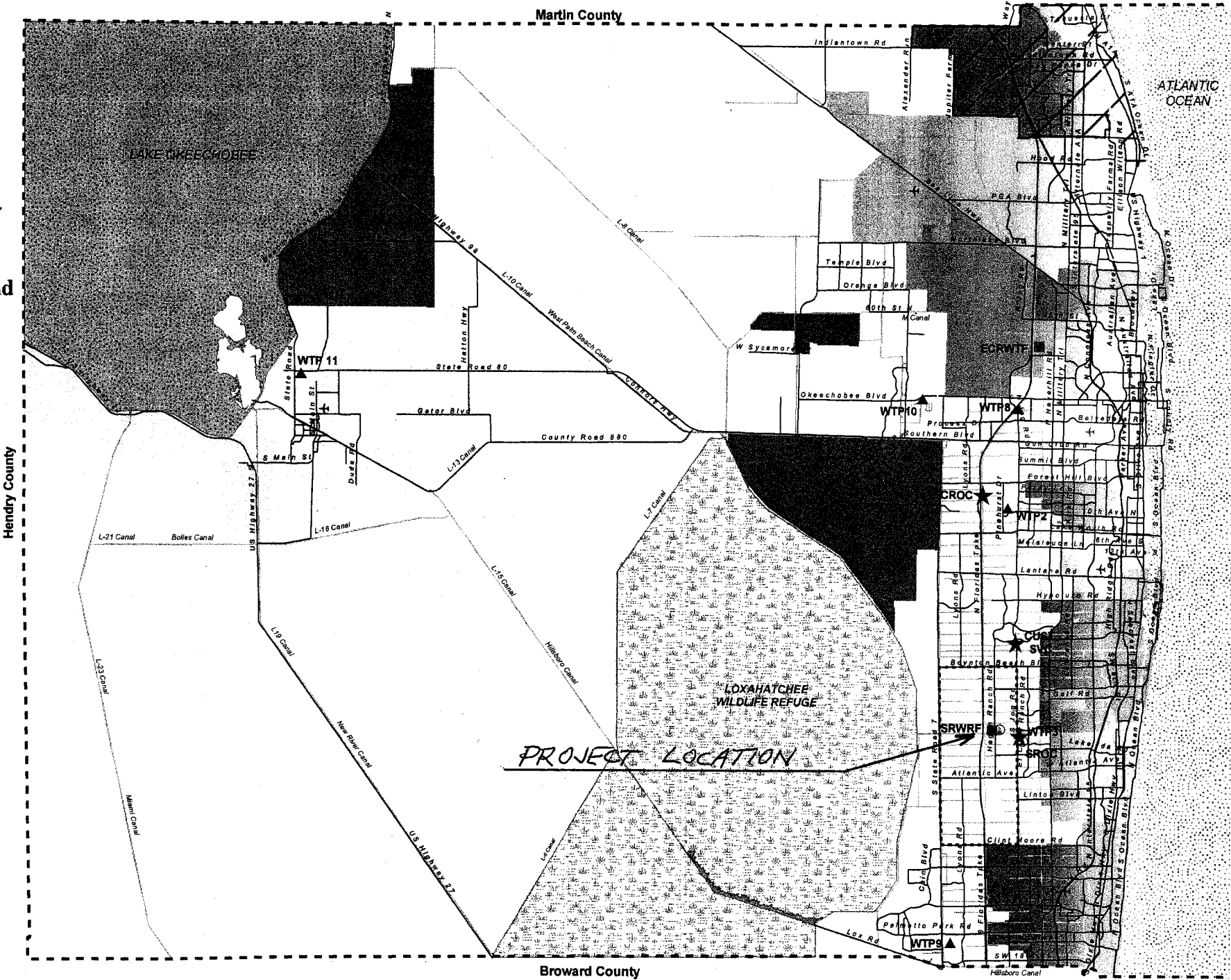
- 1.15 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the County and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the County. Should the value of the material purchased directly by the County be less than the deducted amount, then the County shall refund the Contractor 1.06 times the difference. Reconciliation of the Purchase Order with the Change Order amount shall be performed at the end of each project phase.
- 1.16 The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for County-furnished equipment. This list is provided to the Contractor for informational purposes only. The County reserves the right to revise the quantity of County-furnished equipment by deleting equipment listed or including equipment not listed herein: pumps, motors, variable frequency drive, valves, pipes, fittings and appurtenances.



**m Beach County  
Water Utilities  
Department  
ice Area (SA) and  
ajor Facilities**

**Attachment 4**

- nd
- PBC WUD UTILITY SA
- Palm Beach County Limits
- Mandatory Reclaimed SA
- Administration
- Water Reclamation Facility
- Water Treatment Facility
- Wetlands



## Inter-Office Memorandum

06-29-10A09:14 RCV

Palm Beach County



Water Utilities Department

**DATE:** June 25, 2010  
**TO:** Bevin A. Beaudet, P.E.  
Director  
**FROM:** Maurice Tobon, P.E. *MT*  
Director of Engineering  
**RE:** Notice of Award Recommendation  
SRWRF Effluent Flow Modifications Project  
Project No. WUD 07-002

07-07-10A0 101 RCV

The bid opening for the above referenced project was held on Wednesday, May 27, 2010. Proposals were received from twelve (12) contractors. The complete Bid Tabulation is attached. The engineer's opinion of probable construction cost was \$1,600,000 for Bid Item Numbers 1 and 2. An evaluation of the three (3) low bids is as follows:

1. The Bid Form provided in the Contract Documents was properly executed by all three low bidders.
2. Bid security equal to 5% of the total base bid was enclosed with the bid by all three low bidders.
3. All three low bidders acknowledged the one (1) addendum.
4. SBE-M/WBE Schedules #1 and #2 were provided. The first low bidder, Florida Design did not meet the 15% SBE goal established under the SBE Ordinance. The second low bidder, WDF/Nagelbush did not meet the 15% SBE goal. The third low bidder, R.J. Sullivan has met the SBE goal for this project and falls within the range for ranking of responsive bidders (see attached SBE Participation Compliance Review).
5. All three low bidders hold a valid state contractor's license, Florida Design and R.J. Sullivan both have local preference in Palm Beach County. A copy of the license information is included.

The overall experience, qualifications, resources and references of the three (3) low bidders were carefully considered when evaluating the bids. Contract award is recommended to the third lowest responsive bidder, R.J. Sullivan, Inc., in the amount not to exceed \$1,349,500, subject to formal approval by the Board of County Commissioners. A copy of this notice has been posted at the bid opening location and will be left there for a minimum of five (5) business days.

c. Steve McGrew, P.E.



Office of  
Small Business Assistance  
50 South Military Trail, Suite 2N-172  
West Palm Beach, FL 33415  
(561) 616-6840  
Fax: (561) 616-6850  
www.pbcgov.com/osba

**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

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

**DATE:** June 24, 2010  
**TO:** Diana Rivera, P.E.  
Engineering Division  
**THROUGH:** Allen Gray - Manger, Palm Beach County Office of  
Small Business Assistance  
**FROM:** Tancy Williams, Compliance Specialist II  
**SUBJECT:** Compliance Review on Project No. WUD 07-002  
SRWRF Effluent Flow Modifications Project

The following is a Compliance Review of SBE participation on the above-mentioned project.

**LOW BIDDER:** FLORIDA DESIGN CONTRACTORS, INC.  
1326 South Killian Drive  
Lake Park, FL 33403  
Phone: 561-845-1233  
Bid Opening: May 27, 2010  
Bid Amount: \$1,295,775.00  
Goal: 15% Overall  
Goal Achieved: 3.38%

**SBE Participation:**  
(BL) Milestone \$43,851.50 3.38%

**2ND LOW BIDDER:** WDF/NAGELBUSH  
1800 NW 49<sup>TH</sup> STREET  
Suite 110  
Fort Lauderdale, FL 33309  
Phone: 954-736-3000  
Bid Amount: \$1,343,400.00  
Goal: 15% Overall  
Goal Achieved: 0.00%

**SBE Participation:**  
None \$0.00 0.00%



**3RD LOW BIDDER:**           **R.J. SULLIVAN CORPORATION**  
  **2001 NW 22<sup>ND</sup> STREET**  
  **POMPANO BEACH, FL 33069**  
Phone:                            954-975-0388  
Bid Amount:                    \$1,349,500.00  
Goal:                             **15% Overall**  
Goal Achieved:                17.40%

**SBE Participation:**  
(SB) Power line of South \$234,933.00                    **17.40%**

**EVALUATION**

The low bidder, **FLORIDA DESIGN CONTRACTORS, INC.** has not met the SBE goal for this project.

The second low bidder, **WDF/NAGELBUSH**, HAS not met the SBE goal for this project.

The third low bidder, **R.J. SULLIVAN CORPORATION** has met the SBE goal for this project and falls within the range for ranking of responsive bidders.

c: Tammy Fields, Assistant County Attorney  
File

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<sup>1</sup> Percentage is based upon initial clarification letter sent to OSBA from prime and subcontractor to distinguish what portion of the work was construction management services and what portion of the work was for material supply. Milestone is not SBE certified as a material supplier. That amount was not used in the calculation of SBE utilization.

License Checks WUD 07-002

	Florida Design Contractors			WDF/Nagelbush			RJ Sullivan		
	State	County	SBA	State	County	SBA	State	County	SBA
<b>SUBS</b>	Active	Under Clarke - Expired/ Under Williams - Active	Not Listed	Active	Not Listed	Not Listed	Active	Active	Not Listed
1	Sub: Milestone Management & Contracting			Sub: K&J Concrete			Sub: Powerline of South FL		
	Not Listed	Not Listed	Not Listed	Voided	Not Listed	Not Listed	Active	Active	Not Listed
2	Sub: Malone Electric						Sub: Southland Painting		
	Active	Active	Not Listed				Expired	Active	Not Listed
3	Sub: Southland Painting								
	Expired	Active	Not Listed						
4	Sub: CC Controls Corp.								
	Not Listed	Not Listed	Not Listed						
5									
6									
7									
8	Sub:								
9	Sub:			Sub:			Sub:		
10	Sub:			Sub:			Sub:		
11	Sub:			Sub:			Sub:		

2010-11899



R. J. SULLIVAN CORP.  
SULLIVAN CASEY, P.C.

STATE OF FLORIDA  
PALM BEACH COUNTY

**LOCAL BUSINESS TAX RECEIPT**

OC-032  
CLASSIFICATION

**EXPIRES: SEPTEMBER 30, 2010**

LOCATED AT

4800 N FEDERAL HWY SUITE 308B  
BOCA RATON FL 33431-5188

TRANSFER \$3.00  
TOTAL \$3.00

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

GENERAL CONTRACTOR

CCC 607756

**ANNE M. GANNON**  
TAX COLLECTOR, PALM BEACH COUNTY

**THIS IS NOT A BILL - DO NOT PAY**

PAID - PBC TAX COLLECTOR

\$3.00 BTR 546 101042679 03/08/2010

**THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED BY TAX COLLECTOR**

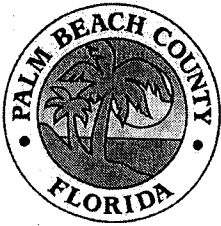


PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

SOUTHERN REGION WATER RECLAMATION FACILITY  
EFFLUENT FLOW DELIVERY MODIFICATIONS

PROJECT # WUD 07-002

Bid Item	Description	Florida Deisgn Contractors	WDF/Nagelbush	RJ Sullivan Corp.	Interstate Engineering Corp.	Intercounty Engineering, Inc.	TLC Diversified	Poole & Kent Co. of Florida	Close Construction, Inc.	Chaz Equipment	Akerblom	Metro Equipment Service, Inc.	Murry Logan Construction, Inc.
1	Effluent Flow Modifications	\$1,270,775.00	\$1,318,400.00	\$1,324,500.00	\$1,374,000.00	\$1,379,570.00	\$1,402,980.00	\$1,465,600.00	\$1,483,170.00	\$1,524,000.00	\$1,578,478.00	\$1,579,521.00	\$1,830,000.00
2	Contract Allowances	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	<b>Total Base Bid (Items 1 and 2)</b>	<b>\$1,295,775.00</b>	<b>\$1,343,400.00</b>	<b>\$1,349,500.00</b>	<b>\$1,399,000.00</b>	<b>\$1,404,570.00</b>	<b>\$1,427,980.00</b>	<b>\$1,490,600.00</b>	<b>\$1,508,170.00</b>	<b>\$1,549,000.00</b>	<b>\$1,603,478.00</b>	<b>\$1,604,521.00</b>	<b>\$1,855,000.00</b>



Office of Small Business Assistance
50 South Military Trail, Suite 2N-172
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

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

An Equal Opportunity Affirmative Action Employer

DATE: June 24, 2010
TO: Diana Rivera, P.E. Engineering Division
THROUGH: Allen Gray - Manger, Palm Beach County Office of Small Business Assistance
FROM: Tanoy Williams, Compliance Specialist II
SUBJECT: Compliance Review on Project No. WUD 07-002 SRWRF Effluent Flow Modifications Project

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c: Tammy Fields, Assistant County Attorney  
File

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