

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 6, 2012 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)** an Interlocal Agreement with the Town of Lake Clarke Shores (Town) to manage wastewater system improvements in the Seminole Manor neighborhood (Interlocal Agreement); and **B)** a contract award to Lanzo Lining Services, Inc. (Lanzo) in the amount of \$473,280 for the construction of the Town of Lake Clarke Shores Sewer Rehabilitation South Service Area - Phase II Project (Contract).

Summary: The Interlocal Agreement provides the terms and conditions under which the County shall manage the construction of wastewater system improvements in the Town's service area. Palm Beach County Water Utilities Department (WUD) was awarded a Community Development Block Grant (CDBG) in the amount of \$551,229 in the neighborhood known as Seminole Manor for wastewater system improvements. The Town of Lake Clarke Shores Sewer Rehabilitation South Service Area - Phase II Project involves the rehabilitation of a portion of the wastewater system located within the north section of Seminole Manor. This project will reduce groundwater infiltration and inflow in the sewer system which will reduce sewer flows to the East Central Regional Water Reclamation Facility (ECR). This will help reduce pumping and treatment costs at the ECR facility. Lanzo shall perform these services in accordance with the Contract. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. Lanzo is not a Palm Beach County Company, but will commit to 29.82% of work by Palm Beach County SBE subcontractors. There were no local bidders for this project. (WUD Project No. 11-139) District 3 (MJ)

Background and Justification: Portions of the wastewater system owned and maintained by the Town has exceeded its useful life and is in need of rehabilitation. The County has secured a CDBG in the amount of \$551,229 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County, specifically for wastewater system improvements. The Town has recently completed significant wastewater system improvements to Seminole Manor's wastewater system (Phase I of the project). As part of the Agreement, the County is responsible for advertising, bidding, awarding the contract, as well as managing of the construction of the wastewater system improvements in Seminole Manor. Construction observation services will be the responsibility of the Town. Following completion of the project, the County will transfer ownership of any improvements to the Town by means of a bill of sale. Following such transfer, the Town will own, operate, and maintain the improvements to the wastewater system.

Attachments:

1. Two (2) Original Interlocal Agreements
2. Two (2) Original Contract Documents w/Lanzo
3. Location Map
4. SBE Compliance Review
5. Budget Availability Statement

Recommended By:  2/2/12
Department Director Date

Approved By:  2/14/12
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$473,280.00	0	0	0	0
External Revenues	(473,280.00)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$ 0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 1101 Dept 143 Unit 1431 Object 8201 BG48A/GY11

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

CDBG in the neighborhood known as Seminole Manor for wastewater system improvements obtained by the Town of Lake Clarke Shores. This project is funded by Department of Economic Sustainability's CDBG funds.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature]
OFMB
2/7/12

[Signature] 2/9/12
Contract Development and Control
2/9-12 BWhelan

B. Legal Sufficiency:

[Signature] 2/9/12
Assistant County Attorney

These contracts comply with our review requirements.

C. Other Department Review:

Department Director

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE CLARKE SHORES FOR CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE SEMINOLE MANOR COMMUNITY DEVELOPMENT BLOCK GRANT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the TOWN OF LAKE CLARKE SHORES, a municipal corporation of the State of Florida, hereinafter the "TOWN," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY.", collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Corporation Act of 1969" authorizes local governments to make the most efficient use of their powers, by enabling them to cooperate with other localities, on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY has expertise in the advertising, bidding, awarding of contracts, and construction management of sewerage collection system improvements; and

WHEREAS, the COUNTY has secured a Community Development Block Grant (CDBG) in the amount of \$551,229 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County specifically for sewerage system improvements; and

WHEREAS, the TOWN desires to allow the COUNTY to manage the construction of certain sewerage system improvements within Seminole Manor; and

WHEREAS, the TOWN has just completed significant sewerage system improvements to the Seminole Manor Sewer System and has specific expertise and knowledge of the materials and construction methods; and

WHEREAS, the TOWN has this recent special experience and the COUNTY would like to use the TOWN for Construction Observation of the work included in the CDBG Grant; and

WHEREAS, the COUNTY and TOWN find that these efforts serve a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct, and are incorporated herein.
2. The COUNTY shall be responsible for the advertising, bidding, awarding, supervising and managing of the construction of the sewerage improvements ("Improvements") to the Seminole Manor sewerage collection system as defined in the CDBG Grant documents.
3. The COUNTY shall, upon commencement of construction activities, use the Town for construction observation services during construction. The TOWN shall observe

construction, provide weekly reports of construction activities, and provide recommendations to the COUNTY for payments to the COUNTY'S contractor.

4 The COUNTY may utilize contractors hired in accordance with the COUNTY's bidding process for any duties associated with the construction of the Improvements. Following completion of the Project, the COUNTY shall transfer, or cause its contractor to transfer, ownership of any Improvements to TOWN by bill of sale. Following such transfer, the TOWN shall own, operate and maintain the Improvements in perpetuity.

5. TOWN agrees to provide COUNTY, and any contractors or subcontractors of the COUNTY, with reasonable access to the work site and, where available, with a construction staging area on TOWN-owned land. The TOWN also shall make available any TOWN-owned rights-of-way for use by the COUNTY, and any contractors or subcontractors of the COUNTY, for use during the construction of Improvements.

6. The COUNTY shall require any Contractor engaged by the COUNTY for work associated with the construction of the Improvements to maintain Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). The TOWN shall be included in the coverage as an additional insured.

7. The COUNTY and the TOWN agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion, sex, age, ancestry, marital status, familial status, disability, or gender identity or expression be discriminated against in performance of the Agreement.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

9. All notices required to be given under this Agreement shall be in writing, and deemed sufficient when sent by United States Mail, postage prepaid, to the following

AS TO COUNTY

Bevin Beaudet, Director
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413

AS TO TOWN

Daniel P. Clark, P.E., Town Administrator
Town of Lake Clarke Shores
1701 Barbados Road
Lake Clarke Shores, FL 33406

10. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other 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 shall preclude any other or further exercise thereof.

11. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties; provided, however, that this clause pertains only to the Parties to the Agreement.

12. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

13. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the Parties' obligations related to the construction of certain sewerage system improvements, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the Town shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

14. The Parties agree to abide by all applicable laws in the performance of this Agreement.

15. The COUNTY and the TOWN acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The COUNTY and the CITY agree to be

responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

16. The TOWN shall promptly notify the COUNTY and the COUNTY shall promptly notify the Town of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

17. The Parties expressly covenant and agree that in the event any of the Parties is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

18. The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

19. This Agreement represents the entire understanding among the Parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

20. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

21. This Agreement shall take effect upon execution by both Parties and the effective date shall be the date of execution of the last party to execute this Agreement.

22. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of entities doing business with the County in order to ensure compliance with contract requirements and detect corruption and fraud.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)

TOWN OF LAKE CLARKE SHORES
BY ITS CITY COUNCIL

ATTEST:

By: Mary Lirkerman
TOWN CLERK

By: [Signature]
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
DIRECTOR OF WATER UTILITIES



Office of
Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

DATE: January 20, 2012

TO: Dimitrios J. Scarlatos
Pipeline Design Section
WUD Engineering Division

THROUGH: Allen Gray, Manager
Office of Small Business Assistance

FROM: Patricia Wilhelm, Small Business Development
Specialist II

SUBJECT: **Compliance Review on**
Project No. WUD 11-139
WUD-Town of Lake Clarke Shores Sewer
Rehabilitation South Service Area-Phase III

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

Low Bidder: Lanzo Lining Services, Inc.
125 S.E. 5th Ct
Deerfield Beach FL 33441
Phone: 954-973-9700
Bid Opening: December 13, 2011
Bid Amount: \$473,280.00
Goal: 15% Overall
Goal Achieved: 29.8%

SBE Participation:

(SB) Turfpro Services, Inc.	\$ 4,722.30	1.0%
(SB) T.V. Diversified, Inc.	\$136,410.00	28.8%
	\$141,132.30	29.8%

2nd Low Bidder: Insituform Tech, Inc.
17988 Edison Ave.
Chesterfield, Mo. 63005
Phone: 636-530-8000
Bid Amount: \$533,031.00
Goal: 15% Overall
Goal Achieved 28.53%

(SB) T.V. Diversified, Inc.	\$136,410.00	25.59%
(SW) Bird's Eye View	<u>\$15,701.25</u>	<u>2.94%</u>
	\$152,111.25	28.53%

3rd Low Bidder: Reynolds Inliner, LLC.
2531 Jewett Ln.
Sanford, FL 32771
Phone: 407-472-0014
Bid Amount: \$636,860.00
Goal: 15% Overall
Goal Achieved: 32.34%

SBE Participation:

(SB) Pipecon Corp, Inc. **\$205,965.00 32.34%**

EVALUATION

All bidders have met the SBE requirement for this project.

c: Allen Gray, Manager OSBA
Tammy Fields, Sr. Assistant County Attorney

**PALM BEACH COUNTY
INTER-OFFICE MEMORANDUM**

DATE: January 19, 2012
TO: Maurice Tobon, P.E, Director
Water Utilities Department
FROM: Edward W. Lowery, Director
Housing & Community Development
RE: **Budget Availability Statement**
Lake Clark Shores - Seminole Manor - Sewer Lines

This represents our Budget Availability Statement (BAS) for the referenced project as follows:

Budget Account No:	Amount	Purpose
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY11	\$473,280	Construction and Contingency Costs
//////////////////////////////////// Total	\$473,280	////////////////////////////////////

If you require any further information on the above, please contact Bud Cheney, Manager, CREIS, at 233-3691.

Edward W. Lowery 1/27/2012

Edward W. Lowery, Director
Housing and Community Development



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 3

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



NOT TO SCALE

