

ATTACHMENT 3 OVER 100 PAGES CAN BE VIEWED IN MINUTES

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: April 1, 2014 Consent [X] Regular [ ] Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) a Second Amendment to the Interlocal Agreement with Town of Lake Clarke Shores for the Town of Lake Clarke Shores Lift Station Rehabilitation South Service Area - Phase II Project (Second Amendment); and B) a Contract with Hinterland Group, Inc. in the amount of \$279,795 for the Town of Lake Clarke Shores Lift Station Rehabilitation South Service Area - Phase II Project (Contract).

Summary: On March 6, 2012, the Palm Beach County Board of County Commissioners approved an Interlocal Agreement (R2012-0334) with the Town of Lake Clarke Shores (Town) to manage wastewater system improvements in the Seminole Manor neighborhood. The Interlocal Agreement set forth the terms and conditions under which the County would manage the construction of wastewater system improvements in the Town's service area. The construction was funded by a Community Development Block Grant (CDBG) in the amount of \$551,229. Wastewater system improvements were completed in the Seminole Manor neighborhood of the Town through WUD project 11-139, Town of Lake Clarke Shores Sewer Rehabilitation South Service Area - Phase II and an Action Plan for additional wastewater system improvements for the Town in the amount \$250,000 in CDBG funds was approved by the County on July 16, 2013 for the 2014 Fiscal Year. The Board approved a First Amendment to the Interlocal Agreement (R2013-1659) on November 19, 2013, which incorporated the additional \$250,000 CDBG into the project. However, as the Contract amount exceeds the CDBG, the Town has agreed to reimburse the County for the difference of \$29,795.00, the terms of which are set forth in the Second Amendment. This project will increase the reliability of sewer service and reduce potential sewer overflows. Hinterland Group, Inc. shall perform these services in accordance with the Contract. Since this is a Federal funded project with its own requirements, the Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is not applicable to this contract. Hinterland Group, Inc. is a Palm Beach County Company. (WUD Project No. 13-070) District 3 (MJ)

Background and Justification: Several of the wastewater lift stations owned and maintained by the Town have exceeded their useful life and are in need of rehabilitation. The County has secured a CDBG in the amount of \$250,000 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County, specifically for wastewater system improvements. The Town of Lake Clarke Shores Lift Station Rehabilitation South Service Area - Phase II Project involves the rehabilitation of four (4) lift stations located within the Seminole Manor neighborhood. 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 (i.e., lift stations).

Attachments:

- 1. Location Map
2. Three (3) Original Second Amendment to Interlocal Agreement
3. Two (2) Original Contracts w/Hinterland Group, Inc.
4. Letter from the Town Committing to Paying the Additional Funds
5. Engineer's Recommendation & Bid Tabulation
6. Copy of Budget Availability Statement (CDBG)

Recommended By: [Signature] Department Director Date: 3/19/14

Approved By: [Signature] Assistant County Administrator Date: 3/27/14

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>\$279,795</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>( \$279,795 )</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	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u>0 *</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No.:** Fund 1101 Dept 143 Unit 1431 Object 8201 BG48A/GY13

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

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

\* \$250,000 of the funding will be provided by a CDBG. The remaining balance of the contract will be funded by WUD and subsequently reimbursed by Lake Clarke Shores resulting in \$0 net fiscal impact.

**C. Department Fiscal Review:** Delira M West

**III. REVIEW COMMENTS**

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

[Signature]  
OFMB  
3/19

[Signature]  
Contract Development and Control  
3-25-14

**B. Legal Sufficiency:**

[Signature] 3/26/14  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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



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

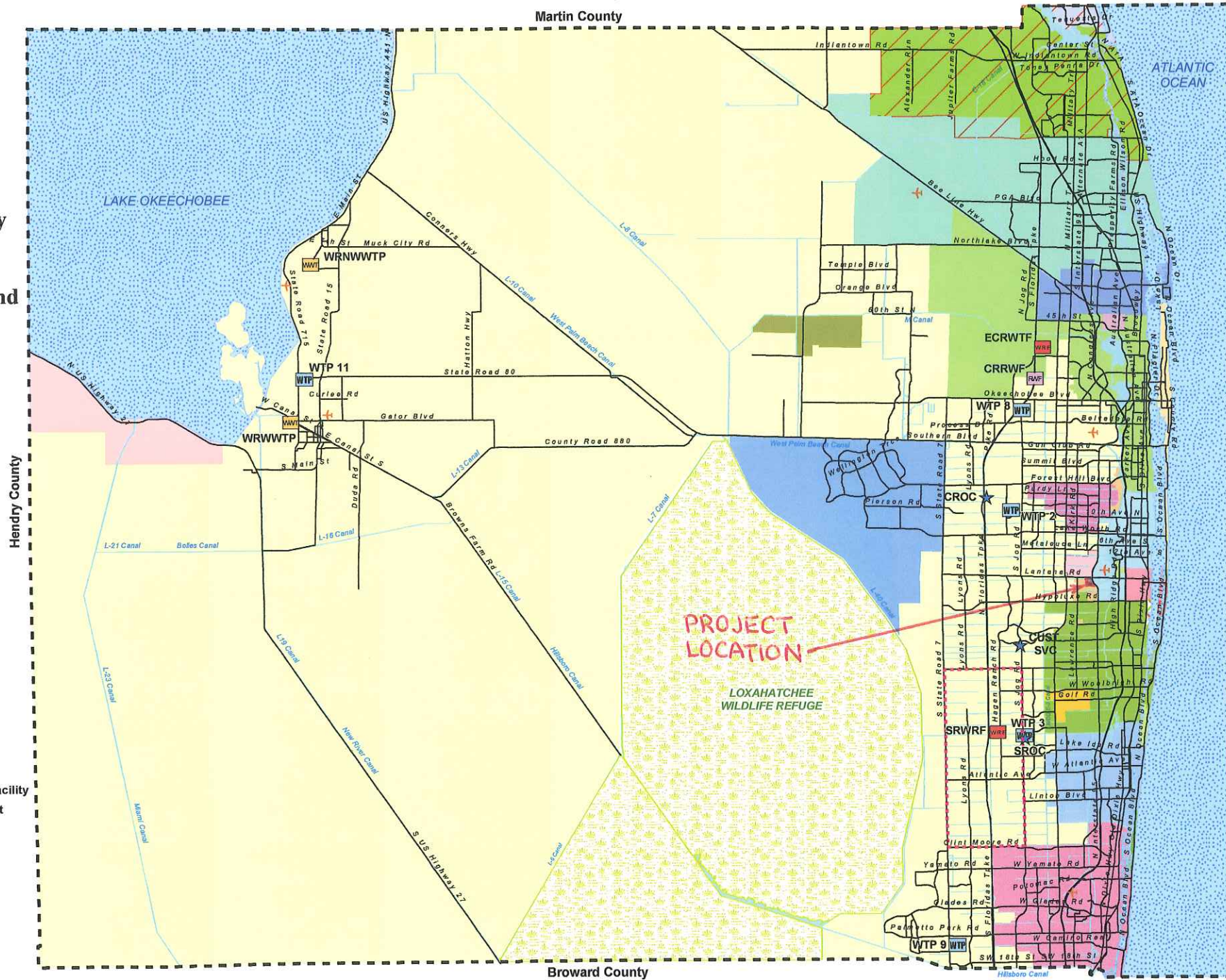
Attachment 1

**Legend**

- ★ Administration
- WTP Water Treatment Plant
- WWF Reclamation Facility
- WRWF Wastewater Reclamation Facility
- WWTP Wastewater Treatment Plant
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- Yellow P.B.C.W.U.D. Service Area



NOT TO SCALE



ATTACHMENT 2

SECOND AMENDMENT TO THE 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 SECOND AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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, on March 6, 2012 (County Resolution R-2012-0334), the TOWN and the COUNTY entered into an Interlocal Agreement for Construction Management Services Associated with the Seminole Manor Community Development Block Grant ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement set forth the terms and conditions for the COUNTY's construction management services and the TOWN's construction observation services related to certain sewerage system improvements related to a Community Development Block Grant ("CDBG") in the amount of \$551,229 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County; and

WHEREAS, on November 19, 2013 (County Resolution R-2013-1659), the TOWN and COUNTY entered into a First Amendment to the Interlocal Agreement ("First Amendment"), whereby, as a result of an increase in the CDBG of \$250,000, the Lift Station Rehabilitation South Service Area – Phase II ("Phase II") was incorporated into the project; and

WHEREAS, the COUNTY issued a bid for Phase II, and the lowest responsive, responsible bid was for \$279,795.00, which exceeds the amount of the CDBG by \$29,795.00; and

WHEREAS, the TOWN wishes to reimburse the COUNTY \$29,795.00 to cover the difference between the lowest bid and the CDBG.

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 Interlocal Agreement is amended to include the following: Within thirty (30) days following the execution of the Second Amendment to the Interlocal Agreement by both the TOWN and the COUNTY, the TOWN shall remit \$29,795.00 to the COUNTY as reimbursement for that portion of the lowest bid for Phase II which exceeded the CDBG. The parties agree that the intent is for the CDBG to cover the first \$250,000 of Phase II, and for the TOWN to reimburse the COUNTY any costs of Phase II which exceed the CDBG.

3. All other provisions of the Agreement, dated March 6, 2012, and the First Amendment, dated November 19, 2013, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Second Amendment.

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)

TOWN OF LAKE CLARKE SHORES  
BY ITS CITY COUNCIL

ATTEST:

By: Mary Linterman  
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: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

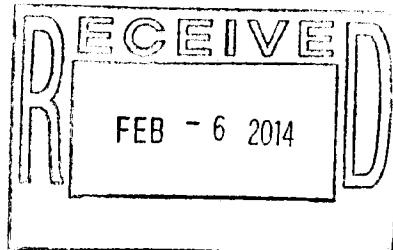
By: [Signature]  
DIRECTOR OF WATER UTILITIES



# Town of Lake Clarke Shores

*Palm Beach County's Premier Lakeside Community Since 1957*

February 5, 2014



**Valentin Rodriguez, Jr.**  
Mayor

**Robert M. W. Shalhoub**  
Vice Mayor

**Gregory Freebold**  
President Pro-Tem

**Malcolm K. Lewis**  
Council Member

**Thomas C. Mayes, Jr.**  
Council Member

**Daniel P. Clark, P.E.**  
Town Administrator

**Mary Pinkerman**  
Town Clerk

**William Smith, III**  
Chief of Police

Mr. Dimitrios J. Scarlatos  
Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

Subject: WUD 13-070 Town of Lake Clarke Shores Lift Station Rehabilitation South Service Area -- Phase II

Mr. Scarlatos:

We at the Town of Lake Clarke Shores wish to thank you and the rest of the Water Utility Department staff for your generous support in assisting us with this important project.

The Town understands that the project was bid and that the apparent low bidder has been found to be responsive and responsible. We also understand the low bid was approximately 10 percent over the budget and approved grant amount.

The Town recognizes the value of the bid work and the economies of having this work completed by this contractor at this time. Therefore, the Town of Lake Clarke Shores will commit to paying the Water Utility Department \$29,795. That sum will be added to the grant funds and set in reserve for the completion of our project WUD 13-070 as bid.

Again, on behalf of Mayor Rodriguez, Vice Mayor Shalhoub and the Town Council, thank you for your generous support.

Sincerely,

Town of Lake Clarke Shores

Daniel P. Clark, P.E.  
Town Administrator

## Inter-Office Memorandum

Palm Beach County



Water Utilities Department

01-05-14 2:01:49 PM

**TO:** Bevin Beaudet, Director  
Water Utilities Department

**DATE:** February 5, 2014

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

**RE:** Notice of Award Recommendation  
Town of Lake Clarke Shores Lift Station Rehabilitation  
South Service Area - Phase II  
Project No: WUD 13-070  
Grant No. B-13-UC-12-0004

The bid opening for the above referenced project was held on Wednesday, January 22, 2014. Proposals were received from two (2) contractors. A summary of the results of the bidders' total base bid price is as follows:

BIDDER'S NAME -----	BASE BID -----
Hinterland Group, Inc.	\$279,795.00
Murray Logan Construction, Inc.	\$374,680.00

The engineer's opinion of probable construction cost was \$250,000. An evaluation of the low bid is as follows:

1. The Bid Form provided in the Contract Documents was properly executed.
2. Bid security equal to 5% of the total base bid was enclosed on the form provided in the Contract Documents.



3. The lowest responsive bidder acknowledged the three (3) addenda.
4. The contractor holds a valid general contractor's and occupational license.
5. The Contractor completed and provided as part of the bid submittal the five (5) required forms (FFP-14 through FFP-18) for Federally Funded Projects.

Water Utilities staff when evaluating the bid considered the overall experience, qualifications, resources and references of the low bidder. Contract award to the low bidder, Hinterland Group, Inc. in the amount of \$279,795.00 is recommended.

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. Brian A. Shields, P.E., Deputy Director  
Maurice Tobon, PE., Director of Engineering  
Henry Melendez, P.E., Pipeline Design Manager  
Craig C. Williams, Assistant Director of Finance & Administration

**BID TABULATION**

Project No.: 13-070  
 Project Name: Town of Lake Clarke Shores  
 Lift Station Rehabilitation  
 (DES Grant No. B-13-UC-12-0004)

Bid Item No.	Item	Quantity	BIDDER NO.1 Hinterland Group, Inc.			BIDDER NO.2 Murray Logan Construction, Inc.		
			Units	Unit Price	Total	Units	Unit Price	Total
1	Lift Station No.1, Install Submersible Pump (23HP FLYGT)	2	Lump Sum	\$19,287.50	\$38,575.00	Lump Sum	\$23,350.00	\$46,700.00
2	Lift Station No.8, Electrical Control Panel Replacement	1	Lump Sum	\$59,450.00	\$59,450.00	Lump Sum	\$71,680.00	\$71,680.00
3	Lift Station No.11, Electrical Control Panel Replacement	1	Lump Sum	\$60,700.00	\$60,700.00	Lump Sum	\$68,500.00	\$68,500.00
4	Lift Station No.11, Install Submersible Pump (3HP FLYGT)	2	Lump Sum	\$7,350.00	\$14,700.00	Lump Sum	\$34,700.00	\$69,400.00
5	Lift Station No.12, Electrical Control Panel Replacement	1	Lump Sum	\$60,700.00	\$60,700.00	Lump Sum	\$69,400.00	\$69,400.00
6	Lift Station No.12, Install Submersible Pump (3HP FLYGT)	2	Lump Sum	\$11,335.00	\$22,670.00	Lump Sum	\$13,000.00	\$26,000.00
7	Mobilization/Demobilization	1	Lump Sum	\$13,000.00	\$13,000.00	Lump Sum	\$13,000.00	\$13,000.00
8	Contract Allowance for Miscellaneous Items	1	Lump Sum	\$10,000.00	\$10,000.00	Lump Sum	\$10,000.00	\$10,000.00
<b>TOTAL BASE BID (Bid Item Nos. 1-8)</b>					<b>\$279,795.00</b>			<b>\$374,680.00</b>
<b>ADDENDUM NO.1</b>					<b>YES</b>			<b>YES</b>
<b>ADDENDUM NO.2</b>					<b>YES</b>			<b>YES</b>
<b>ADDENDUM NO.3</b>					<b>YES</b>			<b>YES</b>

**PALM BEACH COUNTY  
INTER-OFFICE MEMORANDUM**

**DATE:** November 8, 2013

**TO:** Maurice Tobon, P.E., Director of Engineering  
Water Utilities Department

**FROM:** Edward W. Lowery, Director  
Housing & Community Development

**RE: Budget Availability Statement  
Lake Clark Shores - Seminole Manor & Mar-A-Lago - Sewer Lines – Phase 2**

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

<u>Budget Account No:</u>	<u>Amount</u>	<u>Purpose</u>
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$50,000	Lift Station #1 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$85,000	Lift Station #8 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$46,000	Lift Station #11 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$46,000	Lift Station #12 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$23,000	Construction Contingency
//////////////////////////////////// Total	\$250,000	////////////////////////////////////

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

*Edward W. Lowery* 11/9/2013  
 Edward W. Lowery, Director  
 Housing and Community Development *11-8-13*