PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

December 16, 2014

Consent [X]
Public Hearing [1]

Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) a Third Amendment to the Interlocal Agreement between the Town of Lake Clarke Shores (Town) and Palm Beach County (County) for additional funding in the amount of \$29,127.81 for the Town of Lake Clarke Shores Lift Station Rehabilitation South Service Area - Phase II Project. B) Change Order No. 1 in the amount of \$29,127.81 with a 120 day time extension to the Contract with Hinterland Group, Inc.

Summary: On March 6, 2012, the Board of County Commissioners (BCC) approved an Interlocal Agreement (R2012-0334) between the County and the Town which provided \$551,229 in Community Development Block Grant (CDBG) funding to manage wastewater system improvements in the Seminole Manor neighborhood. On July 16, 2013, the BCC approved an additional \$250,000 through the adoption of the 2014 Action Plan for the project. Hinterland Group, Inc. was awarded the Contract on April 1, 2014, in the amount of \$279,795. Additional funding in the amount of \$29,127.81 is required for additional upgrades to Lift Station No. 3. Under this Amendment, the Town is obligated to pay for this additional construction cost. 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 contract amount exceeds the grant amount, therefore the Town has agreed to encumber the funds for the additional balance of \$29,795.00 as stated in the Second Amendment to the Interlocal Agreement. This Third Amendment is for additional funding in the amount of \$29,127.81 which will again be provided by the Town for the replacement of pumps and all necessary associated accessories to Lift Station No. 3. 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:

Location Map

2. Two (2) Original Third Amendment

3. Two (2) Original Change Order No.1

Recommended By:

Department Director

Doto

Approved By:

Assistant County Administrator

Date

12-8-14

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	\$29,12 \(\frac{1}{2}\) \$29,12 ^{\(\frac{0}{2}\)} \$\frac{0}{0}\$	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>O</u> <u>O</u> <u>O</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>
NET FISCAL IMPACT	<u>0</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 <u>4001</u> De _l	ot <u>720</u>	Unit <u>2554</u>	Object	<u>4615</u>
Is Item Included in Current I		s <u>X</u> N	No Pry <u>N/A</u>		

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

The first \$250,000 of this project was funded by a Community Development Block Grant. Water Utilities will advance the remaining \$29,127.81 in costs to complete the project and be reimbursed by the Town of Lake Clarke Shores.

III. REVIEW COMMENTS

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

12-4-14 B Cheelen

B. Legal Sufficiency:

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



Administration

Water Treatment Plant

Reclamation Facility

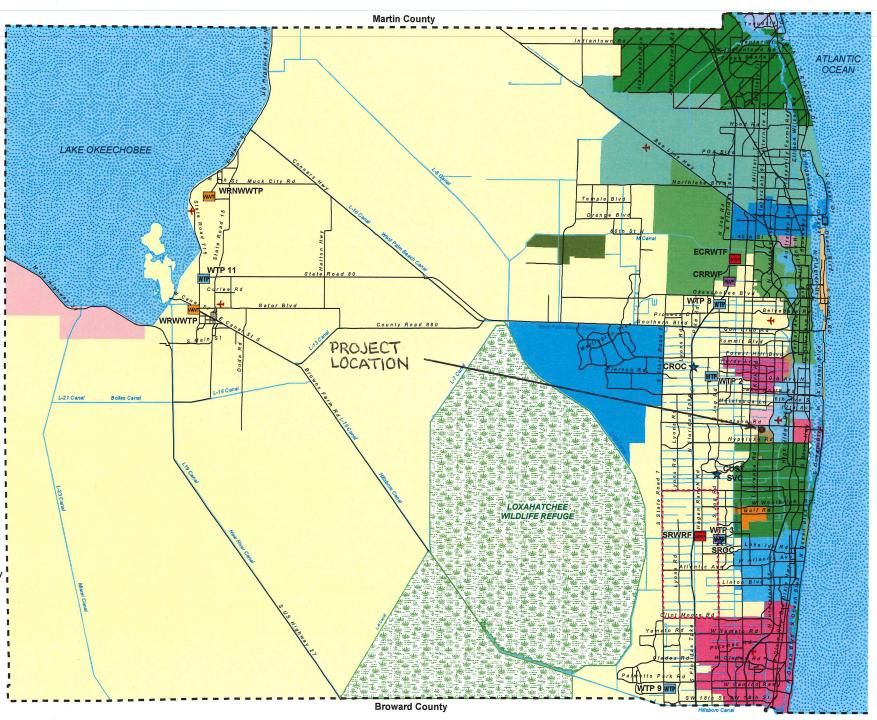
Wastewater Reclamation Facility

Wastewater Treatment Plant

Mandatory Reclaimed SA Palm Beach County Limits

P.B.C.W.U.D. Service Area





THIRD 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 THIRD 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, on April 1, 2014 (County Resolution R 2014-0460) the COUNTY approved a contract with Hinterland Group in the amount of \$279,795.00 for Phase II; and

WHEREAS, on April 1, 2014 (County Resolution R-2014-0459), the TOWN and COUNTY entered into a Second Amendment to the Interlocal Agreement ("Second Amendment"), in which the TOWN agreed to reimburse the COUNTY the additional \$29,795 set forth in the Hinterland Group's contract which not covered by the CDBG; and

WHEREAS, during construction, the TOWN requested the replacement of two (2) pumps with all new accessories at the TOWN Lift station # 3, and, pursuant to a Proposal from Hinterland Group ("Change Order No. 1"), the cost to perform this replacement is \$29,127.81; and

WHEREAS, the TOWN wishes to reimburse the COUNTY \$29,127.81 to cover the costs of Change Order No. 1.

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 Third Amendment to the Interlocal Agreement by both the TOWN and

the COUNTY, the TOWN shall remit \$29,127.81 to the COUNTY as reimbursement for the costs of Change Order No. 1. This \$29,127.81 is additional to the reimbursement of \$29,795 that the TOWN agreed to reimburse the COUNTY in the Second Amendment. For the avoidance of confusion, it is the intent of the parties that the CDBG cover the first \$250,000 of Phase II, and for the TOWN to reimburse the COUNTY for the additional \$29,795 set forth in the Hinterland Group's contract (and agreed to in the Second Amendment) and the additional \$29,127.81 set forth in Change Order No. 1.

3. All other provisions of the Agreement, dated March 6, 2012, the First Amendment, dated November 19, 2013, and the Second Amendment, dated April 1, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)	TOWN OF LAKE CLARKE SHORES BY ITS CITY COUNCIL
ATTEST:	
By: May Pinkerman TOWN CLERK	By: MAYOR
APPROVED AS TO FORM AND LEG	AL SUFFICIENCY
By: South State of the State of	
	PALM BEACH COUNTY
_	
(COUNTY SEAL) ATTEST:	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK AND COMPTROLLER	
By:	By: Shelley Vana, Mayor
APPROVED AS TO FORM AND LEGA	
By:ASSISTANT COUNTY ATTORNEY	
APPROVED AS TO TERMS AND CO	NDITIONS
By: DIRECTOR OF WATER UTILIT	TIES .

CHANGE ORDER

PROJECT: Town of Lake Clark Shores Lift Station Rehabilitation-PH II

WATER UTIL. DEPT. PROJECT NO. WUD 13-070

DISTRICT NUMBER: 3

CHANGE ORDER NO.: One (1)

TO: Hinterland Group Inc 5401 n. Haverhill Rd, Unit 114 West Palm Beach, Florida 33407 DOCUMENT NO. CONTRACT DATE: NOTICE TO PROCEED: BUDGET LINE ITEM:

R2014-0460 April 01, 2014 June 06, 2014 4001-720-2554-4615 1101-143-1431-8201

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

1.1 Provide and install two(2) new pumps with all new accessories including pump base elbows, ss anchors, 2" ss guiderails and upper rail brackets at the Town of Lake Clark shores Lift Station #3 This cost includes the removal of the two exiting pumps and their corresponding accessories.

\$29,127.81

TOTAL \$29,127.81

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..... \$279,795.00 Net Change by previous Change Orders 0.00 The Contract Sum prior to this Change Order was \$279,795.00 The Contract Sum will be increased by this Change Order \$29,127.81 The New Contract Sum indicating this Change Order will be ... \$308,922.81 The Contract Time for will be increased by 120 days 120 Days The Date of Substantial Compl. Including this Change Order: Feb 28, 2015 The date of Final Compl. Including this Change Order: March 27,2015

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 MODIFICATION (S) CONSTITUTES IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: 3
Contract No. R2014-0466
Change Order No. One(1)

Palm Beach County	Hinterland Group	Palm Beach County
_	_	Shelley Vana, Mayor
AECOM	GOVERN GHOD	OWNER:
ENGINEER	CONTRACTOR	P.O. Box 16097
2090 Palm Beach Lakes Bl	5401 N. Haverhill Rd	Address
Address	Address WPB, Fl 33407	WPB, F1 33416
WPB, Fl 33409	MPB, f1 33407	WID, II 33 113
BY William Polinow	ВУ	вч
DATE 11/3/2014	DATE ///3//4	DATE
		JC3
•		
Approved as to Form and	Legal Sufficiency	
		•
By:		
County Attorney		
Attest: Sharon R. Bock,	Clerk and Comptroller	
		•
•	•	
Ву:		
Deputy Clerk		
**		

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: 3
Contract No. R2014-0466
Change Order No. One(1)

CHANGE ORDER CATEGORIZATION

X OWNER INITIATED	QUANTITY OVERRUNS/UNDER-RUNS
DIFFERING SITE CONDITIONS	REQUEST BY ANOTHER AGENCY/OUTSIDE
ZONING/CODE/ORDINANCE CHANGES	A. REIMBURSABLE
ERRORS/OMISSIONS/IN DESIGN	B. NON-REIMBURSABLE

Town of Lake Clark Shores Lift Station Rehabilitation
Project No. WUD 13-070
District Number: 3
Contract No. R2014-0466
Change Order No. One(1)

SCOPE OF WORK

1.1 Provide and install two(2) new pumps with all new accessories including pump base elbows, ss anchors, 2" ss guiderails and upper guide rail brackets. This cost includes the removal of the existing pumps and their corresponding accessories(Owner Initiated).

Town of Lake Clark Shores Lift Station Rehabilitation Project No. WUD 13-070

District Number: 3 Contract No. R2014-0466 Change Order No. One(1)

SUMMARY

C.O. #	DESCRIPTION	ADDITIONS	(DELETIONS)	NET CHANGE
1.1	Two(2) new pumps	29,127.81		29,127.81
	Тс	tal		\$ 29,127.81



CHANGE ORDER PROPOSAL

Project Name: Town of Lake Clarke Shores Lift Station Rehabilitation South Service Arca - Phase II Project Owner: Palm Beach County Water Utilities Department/ Town of Lake Clarke Shores

Project No.: WUD 13-070

Date: 8/15/2014

Requested By: Owner/Engineer Reason for Request: N/A

Change Order Items:

1. Install new pumps ONLY at lift station #3

2. Install new base elbows, guide rails and guide rail brackets at LS #3

Change Order Pricing:

Item	Description	Unit Price	Units	Extended Price
]	Cost to provide and install two (2) new pumps including removal of two (2) existing pumps and wiring in panel	\$17,648.92	1	\$17,648.92
2	Cost to provide and install new 4" base elbows with SS snchors, 2" SS guiderails and upper guide rail brackets, including station bypass	\$11,478.89	1	\$11,478.89
Total				\$29,127.81

Time Extension Associated with Change: We will need 6-8 weeks from approval of change order to order and produce the materials and get scheduled for install, plus installation time.

Details: New items to be provided are as described below and inclusive of:

- 2 4" NP3102/463, 5 HP, 230V, 3 Phase Flygt Pumps with 50' of Motor Cable
- 2 Mini-Cas Sockets
- Startup by Xylem Flygt Representative
 4"x4" Discharge Connections w/ anchor bolts
- 4 20'x2" 304SS Guide Rails
- 2" Upper Guide Bar Brackets

Proposal Prepared By: Printed:	Owner Approval:
Date: 8/11/14	Date:
Engineer Approval: William P. Swow Printed: WILLIAM P. SNOW Date: 8/18/2014	

5401 N. HAVERHILL ROAD, UNIT 114, WEST PALM BEACH, FLORIDA 33407 561-640-3503 OFFICE 321-633-7067 FAX CGC 1520354 CUC 1224634 CBC 1255077 EC 13003615

SUPPLEMENT ADDITIONS/DELETIONS SUMMARY

PROJECT:	Town of Lake Clark Shores LS Rehab	APPROVAL LIMITS:						
CONTRACTOR:	Hinterland Group		DEPARTME	ENT HEAD	CONTRACT COMMIT		DEPARTME PLUS CONTRA	CT REVIEW
PROJECT NO.:	13-070				COMMENT	122	COMMI	TTEE
RESOLUTION:	R20014-0460		(Amount)	(Days)	(Amount)	(Days)	(Amount)	(Days)
DATE APPROVED:	04/01/14	INDIVIDUAL C.O.	\$50,000.00	16 Days	\$100,000.00	33 Days	\$0	0 Days
CONTRACT AMOUNT:	\$279,795.00	CUMMULATIVE C.O.	\$25,000.00	33 Days	\$100,000.00	33 Days	\$200,000.00	63 Days
DATE	DEPARTMENT NET (ADDS PLUS DE	COMMI	TEE	CONTRACT	EPT. HEAD & REVIEW COMM. JS DEDUCTS)	COMM	OF COUNTY ISSIONERS US DEDUCTS)	
Supple APPROVED	CHANGE AMOUNT	DAYS AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	TOTALS

120

29,127.81

0

29,127.81

	00.407.04	0		٥	0	n	0	29,127.81	120	29,127.81
TOTAL	29 127 81	U	U	J.	U	•	•	,		·

Notes:

1. Net Change reflects the net amount of additions plus deductions.

29,127.81

Pending

001

Adds plus Deducts reflects the net value of unrelated changes for use in determining the approval authority for the Change Order.
 Liquidated Damages = \$1,000 (Prior to Substantial Completion) and = \$500 (After Substantial Completion).

0

0

SCHEDULE I

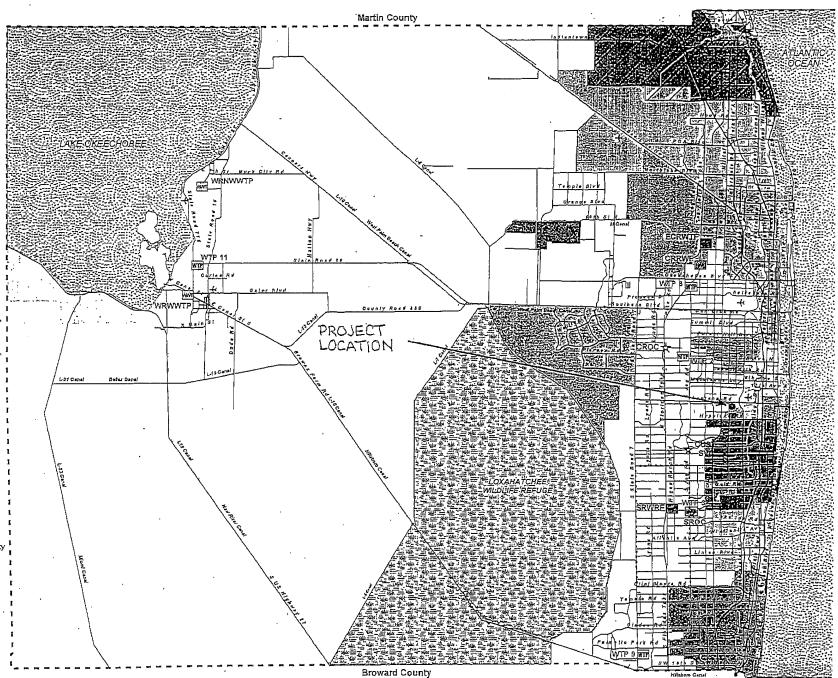
PARTICIPATION BY SBE/WBE SUBCONTRACTORS

PROJECT NAME: Town of Lake Clark SI	ores Lift Station Rehabilita	tion		13-070			
NAME OF PRIME CONTRACTOR: hinter	land Group	Cha	nge Order NO.	1	40444444444444444444444444444444444444		
CONTACT PERSON:	PHONE NO:	<u>FA</u> X NO.					
Change Order No: 1	***	DEPARTMENT:	<u>Wa</u>	ter Utilities			
Name, Address and Phone Number of	Type of Work To Be	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Subco	entract Amount	<u></u>		
M/WBE	Performed	Black	Hispanic	Women O	ther (Please Specify)		
1 .				graphy access			
2.		Security of Contract	***************************************				
3.			Approximate and the second	\$10 a 10000 - 1000 Quan			
4.		***************************************					
5.		conquestario como n			-		
6.		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	V 3244411777	parameters.			
7.			***************************************	30 Names			
8.		#14.00.00		*			
9.		persistents.					
10.		***************************************	Alexandrii)		***************************************		
Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Original Contract Amount Adjusted Contract Amount \$308,5		Participation 0 Participation 0		ercent Participati djusted Percent	on <u>0</u>		

LOCATION MAP



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



_egend

Administration

Water Treatment Plant

Reclamation Facility

Wastewater Reclamation Facility

Will Wastewater, Treatment Plant

--- Mandatory Reclaimed SA

Palm Beach County Limits
 P.B.C.W.U.D. Service Area



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

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)

TOWN OF LAKE CLARKE SHORES BY ITS CITY COUNCIL

ATTEST: MAYOR APPROVED AS TO FORM AND LEGAL SUFFICIENCY PALM BEACH COUNTY PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS (COUNTY SEAL) ATTEST: SHARON R. BOCK, CLERK AND COMPTROLLER DEPUTY CLERK Mayor APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: ASSISTANT COUNTY ATTORNEY APPROVED AS TO TERMS AND CONDITIONS

DIRECTOR OF WATER UTILITIES