

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 7, 2017 Consent [X] Regular []

Department: Water Utilities Department Public Hearing []

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the month of October, November and December 2016.

- A) Standard Potable Water and Wastewater Development Agreement with Boca Dunes – Boca Raton, L.P., #09-01072-002 (District 5) (OR BK 28667 PG 0843-0852);
- B) Indemnity Agreement between Palm Beach County Water Utilities and Lennar Homes, LLC for Gulfstream Preserve (District 2) (OR BK 28667 PG 0837-842);
- C) Emergency Authorization for Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd (District 2);
- D) Change Order No. 4 for Conversion of Dry Can Lift Station 2014 (Districts 2 and 5); and
- E) Supplement No. 4 to Work Authorization No. 11 for Offsite Reclaimed Water Main Extension for the Ballpark of the Palm Beaches with Centerline Utilities Inc. (District 7).

Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/procurement items must be submitted by the initiating Department as a receive and file agenda item and are attached unless the documents have been recorded in the Public Records of Palm Beach County. The documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of the Water Utilities Department (WUD) in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the BCC to receive and file. Districts 2, 5 and 7 (MJ)

Background and Justification: WUD Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the WUD Uniform Policies and Procedures Manual. The BCC delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

Continued on Page 3

Attachments:

- 1. Emergency Authorization
- 2. Change Order No. 4
- 3. Supplement No. 4 to Work Authorization No. 11

Recommended By: Jim Stiles Department Director Date 1-10-17

Approved By: [Signature] Deputy County Administrator Date 1-17-17

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$4,310)</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>
NET FISCAL IMPACT	<u>(\$4,310)</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 _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No X

Reporting Category N/A


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

MAP has been paid in full and service installation fees will be collected at the time of connection.

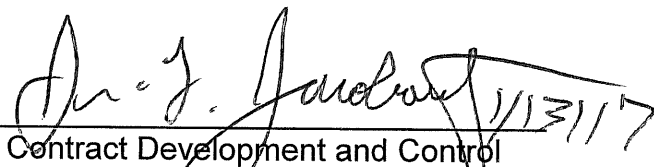
C. Department Fiscal Review: Delramo West

III. REVIEW COMMENTS

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



ASD OFMB
12/27 12/27



Contract Development and Control
1/13/17 TR

B. Legal Sufficiency:



Assistant County Attorney
1/13/17

C. Other Department Review:

Department Director

Continued from Page 1

The Agreement has been executed on behalf of the BCC by the Director of WUD in accordance with the authority delegated by the BCC, and are now being submitted to the BCC to receive and file.

- A) Standard Potable Water and Wastewater Development Agreement with Boca Dunes – Boca Raton, L.P., #09-01072-002. The Agreement authorizes the Property Owner to convert his Utility Concurrency Reservation Agreement (UCRA) to a Standard Development Agreement (SDA) and proceed with purchasing water meters for his project located on the North side of SW 18th Street, East of SR7 and South of Palmetto Park Rd. in Boca Raton. The Property Owner has reserved 212.5 Equivalent Residential Connections (ERC's) for both potable water and wastewater for five (5) years. (District 5)
- B) Indemnity Agreement between Palm Beach County Water Utilities and Lennar Homes, LLC for Gulfstream Preserve. The Indemnity Agreement indemnified the County against any and all liability connected to the installation of road pavers by Lennar Homes, LLC within an existing utility easement. (District 2)
- C) Emergency Authorization for Emergency Force Main Tapping Sleeve and Valve at Haverhill Road and Wallis Road. This Emergency Authorization provides for the replacement of an existing 4" valve that broke in the closed position. The required work needed to be completed immediately due to the operational costs incurred to pump out the wastewater sewer flow from Lift Station No. 0126. (District 2)
- D) Change Order No. 4 for Conversion of Dry Can Lift Station 2014. Change Order No. 4 provides for an increase in contract amount and an additional 28 days due to the unanticipated delays resulting from Hurricane Matthew. The additional required days exceed the 120-day cumulative limit allowed under PPM #CW-F-050. Pursuant to the terms of the PPM, the item that causes the limitation to be reached shall be filed with the BCC as a Receive and File item. (Districts 2 and 5)
- E) Supplement No. 4 to Work Authorization No. 11 for Offsite Reclaimed Water Main Extension for the Ballpark of the Palm Beaches with Centerline Utilities Inc. This Supplement provides for an additional 60-day time extension due to unforeseen issues associated with the existing piping systems at the ECR plant that have delayed the availability of reclaimed water required to pressurize the completed transmission main and complete functional testing of the system. In addition, continued design refinement and coordination issues related to the proposed electrical control and automation systems have results in longer procurement times for the specified materials. The additional required days exceed the 120-day cumulative limit allowed under PPM #CW-F-050. Pursuant to the terms of the PPM, the item that causes the limitation to be reached shall be filed with the BCC as a Receive and File item. (District 7)

EMERGENCY AUTHORIZATION

Palm Beach County Water Utilities Department

Project Title: **Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd.**

Project No. WUD: **17-013**

District: **2**

Budget Line Item No.: **4001-720-2521-4615**

THIS EMERGENCY AUTHORIZATION, by and between Palm Beach County and the Contractor identified herein, is for the Construction Services of the work described in Item 3 of this Emergency Authorization. The terms and conditions of the Contract for Construction Services dated July 12, 2016 (R2016-0902) are hereby confirmed and remain in full force and effect.

1. CONTRACTOR: **Johnson-Davis Incorporated**

2. ADDRESS: **604 Hillbrath Drive, Lantana, FL 33462**

3. Description of Services (Scope of Work) to be provided by the Contractor:

See **ATTACHMENT A**.

4. Contractor shall begin work promptly or deliver ordered materials within the following calendar days from the issuance of Notice to Proceed (NTP):

Substantial Completion **60** Calendar Days

Final Construction Completion **90** Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past Substantial Completion date.

\$250.00 per day past Final Completion date.

(For Liquidated Damages Rates see **ATTACHMENT B**)

5. The compensation to be paid to the Contractor for providing the requested services in accordance with the Bid Prices in Attachment E is **\$94,304.30**

6. EXCEPT AS HEREBY AMENDED CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated **July 12, 2016 (R2016-0902)** remain in full force and effect.

EMERGENCY AUTHORIZATION

Project No. WUD: 17-013

Project Title: **Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd.**

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Palm Beach County
Water Utilities Department

Approved as to Form and Legal Sufficiency

Signed 

Typed Name Michael W. Jones
County Attorney

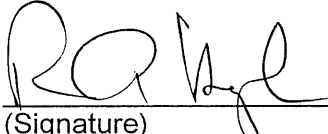

Jim Stiles, Director

11-7-16
Date

CONTRACTOR: Johnson-Davis Incorporated

ATTEST:

Witness


(Signature)

CHRIS JOHNSON, Secy/Treas.
(Name and Title)

ROBERT A. HOPPER, V.P.
(Name and Title)

(CORPORATE SEAL)

11/04/16
Date

LIST OF ATTACHMENTS

EMERGENCY AUTHORIZATION

Palm Beach County Water Utilities Department

ATTACHMENT -A	Compensation Summary (Scope of Work)
ATTACHMENT -B	Rate for Liquidated Damages
ATTACHMENT -C	Public Construction Bond NOT APPLICABLE
ATTACHMENT -D	Form of Guarantee NOT APPLICABLE
ATTACHMENT -E	Work Authorization Schedule of Bid Items
ATTACHMENT - F	Location Map

**ATTACHMENT A
EMERGENCY AUTHORIZATION**

Palm Beach County Water Utilities Department

**SCOPE OF WORK
FOR**

Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd.

INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Contract for Pipeline Continuing Construction Services - Palm Beach County Water Utilities Department Project No. WUD **16-013** (CONTRACT) with **Johnson-Davis Incorporated** (CONTRACTOR) to provide construction services for various general activities on the Pipeline Continuing Construction Contract dated **July 12, 2016, (R2016 - 0902)**. The terms and conditions of the Contract for this Construction Services Contract are hereby confirmed and remain in full force and effect. This Emergency Authorization will be performed under that CONTRACT.

This Emergency Authorization encompasses providing services related to **Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd.**

SCOPE OF SERVICES

An Emergency Procurement is necessary for the installation of a 48" x 8" Tapping Sleeve, 8" Tapping Valve and the connection to an existing 4" force main pipe including all the fittings appurtenances and restoration. The project is needed to replace an existing 4" valve that broke in the closed position. The majority of the work under this Emergency Authorization was not contained within the bid line items for the Continuing Construction Contract and is greater than the allowance for non-bid items, therefore requiring the work to be bid out or procured under an emergency procurement. The procurement must be an emergency procurement since the delay incident in bidding the work would be detrimental to the interest of the County due to the operational cost incurred by WUD's Operation and Maintenance Section to pump out the wastewater sewer flow from Lift Station # 0126.

Contractor shall perform the engineering Scope of Services as described herein. Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd. Project which includes Furnish & Install 1 ea. 48"x8" Tapping Sleeve & Valve, approx.25 lf. of 8" DIP, 1 ea. Connection to existing 8" force main and all associated appurtenances and restoration.

COMPENSATION

Compensation shall not exceed **\$94,304.30** in accordance with **ATTACHMENT E..**

ATTACHMENT B

EMERGENCY AUTHORIZATION

Palm Beach County Water Utilities Department

Rates for Liquidated Damages

Palm Beach County Water Utilities Department shall establish liquidated damages rates for each Work Authorization based on the dollar amount and time sensitivity of the project. The rates shall be as follows according to a criticality rating of 1 through 3 assigned to each Work Authorization by the Department as established below:

Highly Important Project (Criticality 1): Liquidated Damages

\$1,500 per day after Substantial Completion Date

\$1,000 per day after Final Completion Date

Moderately Important Project (Criticality 2): Liquidated Damages

\$1,000 per day after Substantial Completion Date

\$500 per day after Final Completion Date

Low Important Project (Criticality 3): Liquidated Damages

\$500 per day after Substantial Completion Date

\$250 per day after Final Completion Date

ATTACHMENT E

SCHEDULE OF BID ITEMS

Palm Beach County Water Utility Department
 Pipeline Continuing Construction Contract - WUD 16-013

Work Authorization No.: 07

Contractor Name: Johnson-Davis Inc.

Project Name: Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd

Project No.: WUD 17-013

<u>NO.</u>	<u>BID ITEM (Furnish and Install with Appurtenances)</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
9	8" DIP Push-On Joint Wastewater Force Main	25	L.F.	\$46.00	\$1,150.00
30	Ductile Iron Fittings for Wastewater Force Main	0	Tons	\$8,000.00	\$2,400.00
60	8" Mechanical Joint Restraint for DIP	8	Each	\$250.00	\$2,000.00
77	8" Joint Restraint Gasket (Field Lock or Fast Grip)	1	Each	\$125.00	\$125.00
187	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	1	Each	\$2,800.00	\$2,800.00
195	Milling of Asphalt (Minimum 220 Sq. Yd. per mobilization 1.5" thick)	400	Sq. Yd.	\$15.00	\$6,000.00
197	Asphalt Overlay, Type S-III (20 to 150 tons per work area)	22	Tons	\$200.00	\$4,400.00
198	Asphalt Roadway Removal and Restoration (2.5" thick)	200	Sq. Yd.	\$43.00	\$8,600.00
207	Concrete Sidewalk Removal & Restoration	25	Sq. Yd.	\$50.00	\$1,250.00
208	Concrete Curb & Gutter Removal & Restoration	25	L.F.	\$40.00	\$1,000.00
210	Floritam Sod	100	Sq. Yd.	\$5.00	\$500.00
214	Record Drawing	50	L.F.	\$2.00	\$100.00
215	Construction Survey	50	L.F.	\$2.00	\$100.00
216	Preconstruction Video Taping	50	L.F.	\$0.50	\$25.00
218	Maintenance of Traffic Residential Street	1,000	L.F.	\$1.00	\$1,000.00
219	Maintenance of Traffic Arterial Roadway	1,500	L.F.	\$2.00	\$3,000.00
221	Density Tests	10	Each	\$35.00	\$350.00
222	Proctor Tests	2	Each	\$90.00	\$180.00
	SUBTOTAL BASE BID PRICE (Item 1-286)				\$34,980.00

Work Authorization No.: 07

Contractor Name: Johnson-Davis Inc.

Project Name: Emergency Force Main Tapping Sleeve and Valve at Haverhill Rd and Wallis Rd

Project No.: WUD 17-013

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
NO.	ADDITIONAL WORK/MOBILIZATION/DEMobilIZATION	QUANTITY	UNIT	UNIT PRICE	
287	Additional work not included in Bid Items	1	Lump Sum	\$58,100.00	\$58,100.00
288	Mobilization (2.5% of Subtotal Base Bid Price)	1	Lump Sum	2.5%	\$874.50
289	Demobilization (1.0% of Subtotal Base Bid Price)	1	Lump Sum	1.0%	\$349.80
	SUBTOTAL ADDITIONAL WORK/MOBILIZATION/DEMobilIZATION BID PRICE (Item 287-289)				\$59,324.30
	TOTAL BID PRICE				\$94,304.30
NO.	Additional work not included in Bid Items (Max 15% of Subtotal Base Bid Price)	QUANTITY	UNIT	UNIT PRICE	
287A	48" x 8" Tapping Sleeve & Valve	1	Each	\$44,200.00	\$44,200.00
287B	Temp Adhesive Tape to Save Mill & Overlay	2,000	L.F.	\$3.00	\$6,000.00
287C	Dewatering due to depth of 48" FM	1	Lump Sum	\$4,800.00	\$4,800.00
287D	Pump Trucks for FM Tie-Ins	4	Hours	\$200.00	\$800.00
287E	Light Plants for Night Work	1	Lump Sum	\$2,300.00	\$2,300.00
	SUBTOTAL ADDITIONAL WORK (Item 287)				\$58,100.00

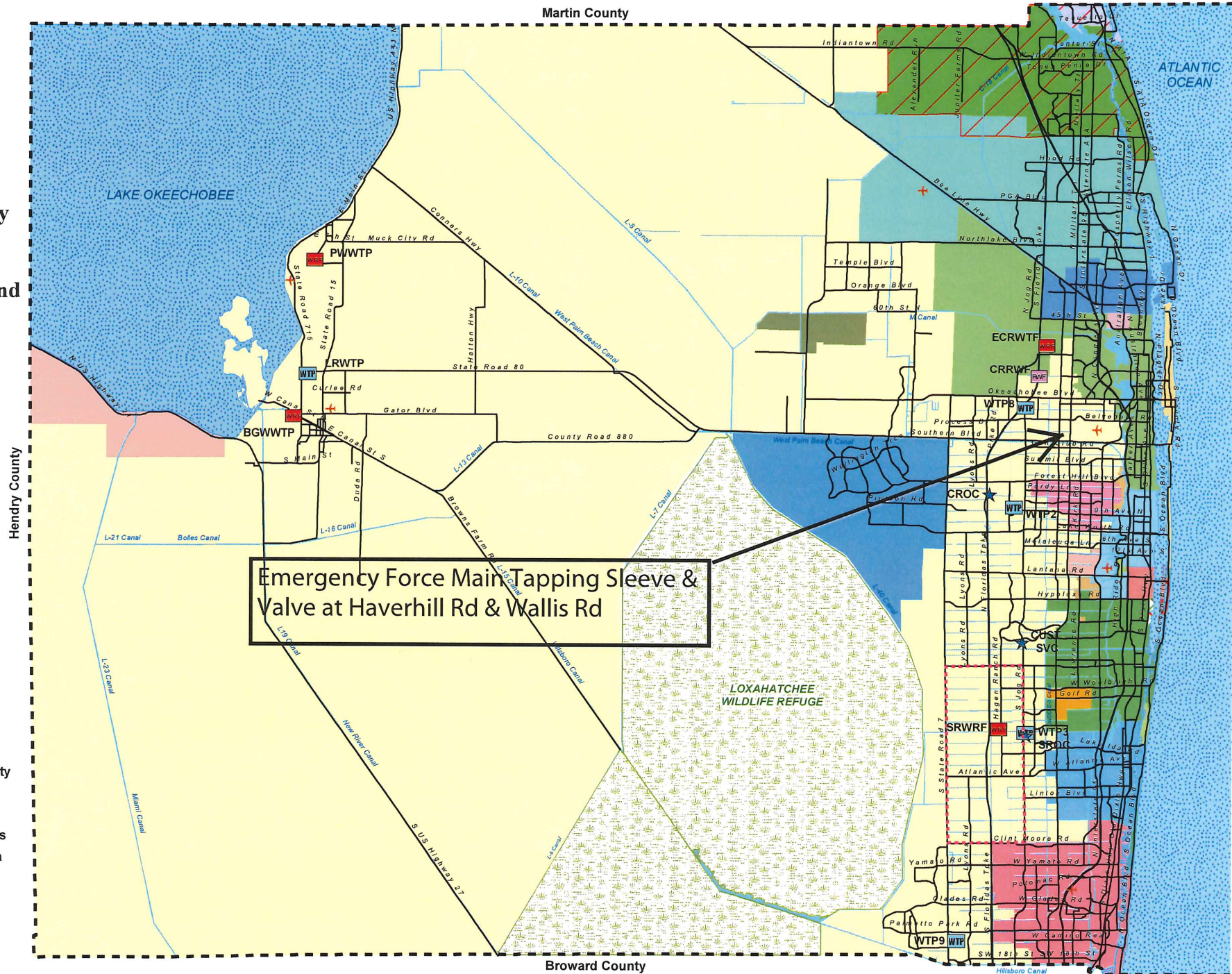
Notes:

- 1) Item 287C is being utilized in lieu of temporary paint, water blasting and mill & overlay. We estimate this item saves approximately 1600 s.y. of milling and 90 tons of overlay totaling \$42,000.
- 2) No traffic loop replacement is included.
- 3) Quantities for items #218 & #219 are estimates of the actual lengths of the MOT setups on each street.
- 4) Item 287A assumes 48" pipe is DIP.
- 5) Since there is no approved MOT plan and no clear limits of mill & overlay requirements, quantities and prices are subject to change.

ATTACHMENT - F
Project Name : WUD #17-013



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



**Emergency Force Main Tapping Sleeve &
Valve at Haverhill Rd & Wallis Rd**

- Legend**
- ★ Administration
 - WTP Water Treatment Facility
 - WRF Water Reclamation Facility
 - RF Reclamation Facility
 - Mandatory Reclaimed SA
 - - - Palm Beach County Limits
 - Yellow P.B.C.W.U.D. Service Area



NOT TO SCALE

CHANGE ORDER

**PROJECT: Conversion of Dry Can Lift Station 2014
 WATER UTILITIES DEPARTMENT PROJECT NO. WUD 13-034
 DISTRICT NUMBER: 2 and 5
 CHANGE ORDER NO.: 4**

TO (Contractor):	DOCUMENT NO.	R2015-0196
TLC Diversified, Inc.	CONTRACT DATE:	February 3, 2015
2719 17th Street East	NOTICE TO PROCEED:	June 9, 2015
Palmetto, FL 34221	BUDGET LINE ITEM:	4011-721-W031-6546

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

- | | |
|---|-------------|
| 1. Increase the contract amount for additional bypass pumping, emergency response for pump outage, extra cost and delays from FPL cables within the trench line of new gravity mains. An additional Twenty-One (21) days are needed to perform this work. | \$27,792.66 |
| 2. Increase contract time Seven (7) days due to delays from Hurricane Matthew preparations. | \$0.00 |

Total:	\$27,792.66
--------	-------------

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS CONTRACT 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	<u>\$3,431,875.00</u>
Net Change by previous Change Orders	<u>(\$284,870.95)</u>
The Contract Sum prior to this Change Order was	<u>\$3,147,004.05</u>
The Contract Sum will be increased by this Change Order	<u>\$27,792.66</u>
The New Contract Sum including this Change Order will be.....	<u>\$3,174,796.71</u>
The Contract Time will be increased by Twenty-Eight (28) days.....	<u>28 Days</u>
The Date of Substantial Completion including this Change Order:	<u>November 20, 2016</u>
The Date of Final Completion including this Change Order:	<u>December 20, 2016</u>

Conversion of Dry Can
Lift Station 2014
Project No. WUD 13-034
District Numbers: 2 and 5
Contract No. R2015-0196
Change Order No. 4

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), 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 Department

TLC Diversified, Inc.
Project Manager

Palm Beach County
Contract Review Committee
Director

ENGINEER

CONTRACTOR

OWNER

8100 Forest Hill Blvd.

2719 17th Street East

301 N. Olive Avenue

West Palm Beach, FL 33413

Palmetto, FL 34221

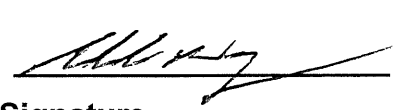
West Palm Beach, FL 33401

Address

Address

Address







Signature
Duane J. Palumbo, P.E.

Signature
Eddie Ney,
Project Manager

Signature
Irwin Jacobowitz, Director
Contract Development and
Control

10/24/2016

10-24-16

11/9/16

DATE

DATE

DATE

APPROVED BY THE CONTRACT REVIEW COMMITTEE
JCS

Change Order No. 4 Summary and Categorization

WUD Project No. 13-034:Conversion of Dry Can Station 2014

Contract No. R2015-0196

C.O. Item #	C.O. Code	Scope of Work	Additions	(Deletions)	Net Change
1	S	LS 966 requires a redesign and time extension that includes additional time to bypass pump and cost of emergency response. At LS 263, FPL has power lines within the WUD easement that has delayed construction of the new gravity system. Increase the contract schedule twenty-one (21) days.	\$27,792.66		\$27,792.66
2	S	Preparations for Hurricane Matthew delayed the project one week. Increase the project schedule seven (7) days.	\$0.00		\$0.00
		Total	\$27,792.66	\$0.00	\$27,792.66

CHANGE ORDER CATEGORIZATION CODE

O OWNER INITIATED

S DIFFERING SITE CONDITIONS

Z ZONING/CODE/ORDINANCE CHANGES

E ERRORS/OMISSIONS/IN DESIGN

Q QUANTITY OVERRUNS/UNDER-RUNS

A REQUEST BY ANOTHER AGENCY

R REIMBURSABLE

N NON-REIMBURSABLE

SCHEDULE 1

PARTICIPATION BY M/WBE SUBCONTRACTORS

PROJECT NAME: Conversion of Dry Can lift Station 2014 PROJECT NO.: WUD 13-034
 NAME OF PRIME CONTRACTOR: TLC Diversified, Inc. CHANGE ORDER NO. 4
 CONTACT PERSON: Mr. Dalas Lamberson PHONE NO: (561) 478-2025 FAX NO. (561) 478-7159
 BID DATE: October 22, 2014 DEPARTMENT: Water Utilities

Name, Address and Phone Number of SBE / MWBE	Type of Work To Be Performed	Subcontract Amount			
		Black	Hispanic	Women	Other (Please Specify)
1.		---	---	---	---
2.		---	---	---	---
3.		---	---	---	---
4.		---	---	---	---
5.		---	---	---	---
6.		---	---	---	---
7.		---	---	---	---
8.		---	---	---	---
Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Original Contract Amount \$3,431,875.00 Original Participation \$534,252.00 Percent Participation 15.56%
 Adjusted Contract Amount \$3,174,796.71 Adjusted Participation \$490,745.00 Adjusted Percent Participation 15.45%

M/WBE

CHANGE ORDER ADDITIONS/DELETIONS SUMMARY

PROJECT:	Conversion of Dry Can Lift Stations 2014	<u>APPROVAL LIMITS:</u>						
CONTRACTOR:	TLC Diversified, Inc.	DEPARTMENT HEAD	CONTRACT REVIEW COMMITTEE		DEPARTMENT HEAD PLUS CONTRACT REVIEW COMMITTEE			
PROJECT NO.:	WUD 13-034	(Amount)	(Days)	(Amount)	(Days)	(Amount)	(Days)	
RESOLUTION NO.:	R2015-0196							
DATE APPROVED:	February 3, 2015	INDIVIDUAL C.O.	\$50,000.00	30 Days	\$100,000.00	90 Days	\$100,000.00	N/A
CONTRACT AMOUNT:	\$3,431,875.00	CUMMULATIVE C.O.	\$100,000.00	30 Days	\$200,000.00	120 Days	\$200,000.00	N/A

C.O. #	DATE APPROVED	NET CHANGE	DEPARTMENT HEAD (ADDS PLUS DEDUCTS)		CONTRACT REVIEW COMMITTEE (ADDS PLUS DEDUCTS)		TOTAL DEPT. HEAD & CONTRACT REVIEW COMM. (ADDS PLUS DEDUCTS)		BOARD OF COUNTY COMMISSIONERS (ADDS PLUS DEDUCTS)		TOTALS
			AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	
01	07/07/2016		\$16,012.93	30	0.00	0	\$16,012.93	30	0.00	0	\$16,012.93
02	07/27/2016				\$11,995.41	85	\$11,995.41	85			\$11,995.41
03	09/13/2016								(\$312,879.29)	27	(\$312,879.29)
04	Pending				\$27,792.66	28	\$27,792.66	28			\$27,792.66
TOTAL		\$ 0.00	\$16,012.93	30	\$39,788.07	113	\$55,801.00	143	(\$312,879.29)	27	(\$257,078.29)

Notes:

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



TLC Diversified, Inc.
 2719 17th Street East
 Palmetto, Florida 34221
 Phone: 941-722-0621 Fax: 941-722-1382
 www.tlcdiv.com
Change Order Proposal Form

TLC Diversified, Inc.
 Keeping Water Moving.
 Environmental Construction
 Professionals Serving the Water
 & Wastewater Industry
 CG C041816
 CU C053963

Submitted To:

Duane Palumbo
PBCWUD
8100 Foresthill Blvd
West Palm Beach, FL 33416

Date:	September 22nd, 2016
Owner:	Palm Beach County Utilities
Project Number:	1425 LS 966 & LS 263
Project:	PBCU Conversion Dry Can LS #966 Delay Costs & LS #263 Gravity FPL Delay Cost

Item	Description	Quantity	UOM	Labor	Material	Subcontractor	Equipment	Other
01.	LS #966 - Bypass Pump Rental Daily Costs							
	a. Rental	28.00	DY		\$2,695.00			
	b. Fuel Usage	28.00	DY		\$308.00			
	c. Skilled Laborer (2 man hour/day)	28.00	DY	\$3,192.00				
02.	LS #966 - Traffic Control Daily Costs							
	a. Rental	28.00	DY		\$273.28			
03.	LS #966 - After Hours Superintendent Emergency Response							
	a. Superintendent	9.00	MH	\$1,332.00				
04.	LS #263 - FPL Delay Cost							
	a. Additional Mobilization	1.00	LS			\$10,400.00		
	b. Additional Demobilization	1.00	LS			\$3,700.00		
	c. Superintendent for FPL Cable Removal Assistance	16.00	MH	\$2,224.00				
	d. Skilled Laborer for FPL Cable Removal Assistance	16.00	MH	\$912.00				
	e. Laborer for FPL Cable Removal Assistance	16.00	MH	\$656.00				
	TOTAL PER COLUMN:			\$8,316.00	\$3,276.28	\$14,100.00	\$0.00	\$0.00

Request for Additional Contract Time:

TLC requires an extension of 21 calendar days

TLC Labor Rates:

TLC Project Manager Rate - \$139 per hour
 TLC Superintendent w/ Truck-Tools Rate - \$148 per hour
 TLC Skilled Labor/Lead man Rate - \$57 per hour
 TLC Labor Rate - \$41 per hour

Total Price of Work in accordance with the specifications for the lump sum amount of :
Twenty Seven Thousand Seven Hundred Ninety Two Dollars & 66/100

Acceptance of Proposal

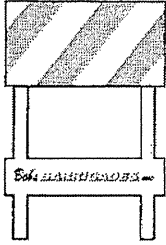
The above prices, specifications and consideration are satisfactory and are hereby accepted.
 You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

6% Sales Tax Material/Equipment	\$196.58
5% Markup on Subcontractors	\$705.00
15% Markup on Material/Equip	\$520.93
Additional Bond	\$677.87
Total Change Order Amount:	<u>\$27,792.66</u>

Contractor's Signature: Eddie Ney - Project Manager

Owner's Signature: _____



Bob's BARRICADES, INC.

750 SW 17th Avenue
Delray Beach, FL 33444
561-272-8487

July 6, 2016

TLC Diversified Inc.
Attn: Eddie

Re: Lift Station 966, Madria Circle, Boca Raton

QUOTE

- 10 Plastic Barrels
- 20 Traffic Cones
- 2 Sidewalk Closed
- 3 Road Work Ahead
- 3 One Lane Road Ahead

Daily cost: \$9.76 plus tax



West Palm Beach Service Center
 15944 Assembly Loop, Jupiter, FL 33478
 (561) 624-7801 Fax (561) 624-7803
 Toll Free (800) 767-7310

Quote No.: WPB

Customer

Name	TLC DIVERSIFIED	DATE: 7/7/16
Job Name	1425 LS966 BY-PASS	PO#
Address		
City	STATE: FL	ZIP:
Phone		
Attention:	EDWARD NEY	

Qty	Description	Unit Price	TOTAL
	BY-PASS SYSTEM		
2	4" SILENT NIGHT PUMPS	\$ 2,695.00	\$ 2,695.00
80 FT	4" SUCTION		
2	4" BIG HOLE STRAINER		
1	4" MANIFOLD		
60 FT	4" HP DISCHARGE FLG X FLG		
1	AUTO-DIALER		
Freight: TBD ECC FEES=2% of Rental SALES TAX=VARIES DEPENDING ON JOB LOCATION			
	Monthly Rent	\$ 2,695.00	\$ 2,695.00
	Weekly Rent	\$ 1,078.00	\$ 1,078.00
	Daily Rent	\$ 355.74	\$ 355.74
		Sub Total	\$ 2,695.00
		Shipping	TBD
		Tax Rate	
		TOTAL	\$ 2,695.00

TERMS & DISCLAIMERS:

Prices Quoted Do Not Include Freight or Applicable Taxes.

Please provide a copy of a tax-exempt certificate if applicable. Prices Quoted Shall be Valid 30 Days

Days from Date of Quotation. Approximate Ship Date: _____ Ship Via: _____

Payment Terms: **NET 30 DAYS** (Pending Credit Approval)

Accepted: _____ Sincerely,

Thank You. Please contact Pat Kennedy with any questions or concerns (561) 371-3498

Duane Palumbo

From: Edward Ney <eney@tlcdiversified.com>
Sent: Monday, October 03, 2016 8:54 AM
To: Duane Palumbo
Subject: RE: Lift Station Conversion - Change Order #4; WUD No. 13-034

Duane,

Paul had 3 Hrs on July 17, 2 Hrs on July 23, and 4 Hrs on July 31. Let me know if you need anything else...

Eddie Ney
Project Manager
7233 Southern Blvd., Suite B-1
West Palm Beach, FL 33413
O: 561-478-2025
C: 772-370-9010
F: 561-478-7159
eney@tlcdiv.com
[Click here to send me files larger than 10MB](#)



From: Duane Palumbo [mailto:dpalumbo@pbcwater.com]
Sent: Friday, September 30, 2016 2:39 PM
To: Edward Ney
Cc: Dalas Lamberson; Vincent M. Riccobono
Subject: Lift Station Conversion - Change Order #4; WUD No. 13-034

Eddie,

Please send back up paperwork for the additional crew hours and include the days & time for the emergency response.

Thanks,

Duane Palumbo, PE
Project Manager
Palm Beach County
Water Utilities Department
(561) 493-6087 Office
(561) 906-4551 Cell
dpalumbo@pbcwater.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



LS 263

LS 966



INTEROFFICE COMMUNICATION
PALM BEACH COUNTY



BUDGET AVAILABILITY STATEMENT
CHANGE ORDERS AND CONSULTANT SERVICES AUTHORIZATION

DATE: November 2, 2016

TO: Irwin L. Jacobowitz, Director
Contract Development and Control

FROM: Guy C. Eggertsson, Fiscal Manager I
Finance and Administration
Water Utilities Department

RE: Conversion of Dry Can Lift Station 2014
TLC Diversified, Inc.
WUD Project No. 13-034

Change Order No. 4

FISCAL IMPACT ANALYSIS:

Five Year Summary of Fiscal Impact:

	2016	2017	2018	2019	2020
Capital Expenditures	\$27,792.66				
Operating Costs					
Days	28				

Is item included in current budget? Yes No

Budget Account Number:

Fund	Department	Unit	Object	Allocation
4011	721	W031	6546	\$27,792.66

Recommended Sources of Funds/Summary of Fiscal Impact:

WUD User Fees.

EXHIBIT "KK"

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 22nd day of Nov, 2016 by and between Cumberland Farms, Inc., a Florida Corporation (hereinafter referred to as "Indemnitor") and Palm Beach County, a political subdivision of the State of Florida ("County").

WHEREAS, In order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install 4" Force Main ("Utility Facilities") (WUD Project No. _____); and

WHEREAS, the Florida Dept. of Transportation will issue a permit(s) ("Utility Permit(s)") in the name of the County Water Utilities Department as the Permittee, and County is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by County; and

WHEREAS, County requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and County desire to set forth their understandings regarding potential liabilities imposed against the County, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.
2. **ACKNOWLEDGMENT.** Indemnitor acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by County.
3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold County harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the F.D.O.T. or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on County for any such liability or obligation or County otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse County for all expenses incurred as a result thereof. County shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of County shall be payable by Indemnitor upon demand by County. All amounts at any time due to County may, in County's sole discretion, be reduced or offset by other amounts payable to Indemnitor by County. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy County may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. **MISCELLANEOUS PROVISIONS.**

4.1 **Notice.** All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

County: Director
Palm Beach County Water Utilities
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416

with a copy to: County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

INDEMNITOR: Cumberland Farms, Inc.
100 Crossing Blvd.

With a copy to: Framingham, MA 01702
Attn Facilities Support

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate Palm Beach

County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.
- 4.8 **Inspector General.** 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 the Indemnitor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4.9 **No Third Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Property Owner.

5.0 **Non-Discrimination Policy.** The Property Owner warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Property Owner has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Property Owner does not have a written non-discrimination policy or one that conforms to the COUNTY'S policy, it has acknowledged through a signed statement provided to COUNTY that Property Owner will conform to the COUNTY'S non-discrimination policy as provided in R-2014-1421, as amended.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

OWNER:

x *Thomas Cacciola*

Signature

Thomas Cacciola

Print Name

VP FBS

Title

Cumberland Farms

Company Name

(SEAL)

Massachusetts NOTARY CERTIFICATE
STATE OF ~~FLORIDA~~
COUNTY OF ~~PALM BEACH~~ *Worcester*

The foregoing instrument was acknowledged before me this 12th day of April, 2016 by Thomas Cacciola and _____ who is/are personally known to me or who has produced license as identification.

My Commission Expires: 3/23/18

Melissa A Glidden

Notary Signature

Melissa A. Glidden

Typed, Printed or Stamped Name of Notary



ACCEPTANCE

COUNTY does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this _____ day of _____, _____.

WITNESSES:

PALM BEACH COUNTY

Claudia Coyne
Witness Signature

By: Jim Stiles
County Administrator or Designee

Claudia Coyne
Typed or Printed Name

[Signature]
Witness Signature

Jocelyn Colon
Typed or Printed Name

WATER UTILITIES DEPARTMENT APPROVAL

By: Selma M. Vest
Director of Finance and Administration
PBC Water Utilities Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Assistant Director of Finance and Administration
PBC Water Utilities Department

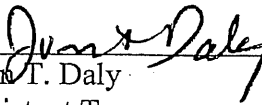
CERTIFICATE

I, John T. Daly, am the Assistant Treasurer of Cumberland Farms, Inc., a Delaware corporation authorized to conduct business in Florida (the "Company"). I certify that Thomas R. Cacciola is the Company's Vice President of Facility Support Services.

Executed this eighth day of June, 2016.

CUMBERLAND FARMS, INC.

By:

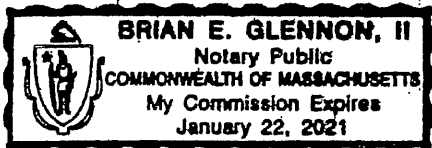



John T. Daly
Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this eighth day of June, 2016, before me, the undersigned notary public, personally appeared John T. Daly, as Assistant Treasurer of Cumberland Farms, Inc., proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.





Brian E. Glennon, II
Notary Public
My Commission Expires: January 22, 2021

JUN 22 2016

SUPPLEMENT No. 4 to WORK AUTHORIZATION No. 11

**Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract R 2013-0551**

Project Title: CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches

Project No. WUD 16-015

District: 7

Budget Line Item No. 4011 - 721 - W008 - 6543 / 3079 - 411 - B590 - 6502

THIS SUPPLEMENT No. 4 to AUTHORIZATION No. 11 to the Contract for Construction Services dated May 7, 2013 (R2013 - 0551), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services of this Work Authorization. The Contract provides for 16.56 % SBE participation overall. This Work Authorization includes 0.00 % overall participation. The cumulative proposed SBE participation, including this authorization is 17.83% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.

1. CONTRACTOR: Centerline Utilities Inc.
2. ADDRESS: 2180 SW Poma Drive, Palm City, 34990
3. Description of Services (Scope of Work) to be provided by the Contractor:
See ATTACHMENT A.
4. Services completed by the Contractor to date:
See ATTACHMENT G.
5. Contractor shall begin work promptly or deliver ordered materials within the following calendar days from the issuance of Notice to Proceed (NTP):

Notice to Proceed (NTP) Date: February 9, 2016

Substantial Completion Date: August 19, 2016 (192 days)

Supplement No. 1- Add 0 days

Supplement No. 2- Add 30 days

Supplement No. 3- Add 90 days

Supplement No. 4- Add 60 days

New Substantial Completion Date: February 15, 2017 (372 days)

Final Completion Date: October 18, 2016 (252 days)

Supplement No. 1- Add 0 days

Supplement No. 2- Add 30 days

Supplement No. 3- Add 90 days

Supplement No. 4- Add 60 days

New Final Completion Date: April 16, 2017 (432 days)

Revised (12-9-14)

SUPPLEMENT No. 4 to WORK AUTHORIZATION No. 11

Note: Days indicated are successive calendar days.

Liquidated damages will apply as follows:

\$1,000.00 per day past substantial completion date.

\$500.00 per day past final completion date.

(For Liquidated Damages Rates see **ATTACHMENT B**)

6. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$0.00.
7. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated May 7, 2013 remain in full force and effect.

Revised (12-9-14)

SUPPLEMENT No. 4 to WORK AUTHORIZATION No. 11


Project No. WUD 16-015

Project Title: CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Palm Beach County
Contract Review Committee



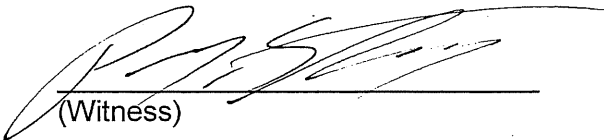
Irwin Jacobowitz/ Director
Contract Development Control

Date 12/14/16

JCS

APPROVED BY THE CONTRACT REVIEW COMMITTEE

ATTEST:



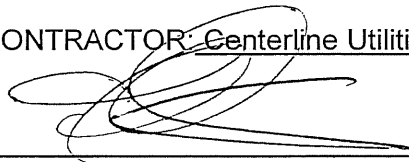
(Witness)

Randy Stringer, Secretary
(Name and Title)

(CORPORATE SEAL)

Revised (12-9-14)

CONTRACTOR: Centerline Utilities Inc.



(Signature)

Frederick H. Chesney, President
(Name and Title)

LIST OF ATTACHMENTS

SUPPLEMENT No. 4 to WORK AUTHORIZATION No. 11

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract R 2013-0551

ATTACHMENT – A	Compensation Summary (Scope of Work)
ATTACHMENT – B	Rates for Liquidated Damages
ATTACHMENT – C	Public Construction Bond –Not Applicable
ATTACHMENT – D	Form of Guarantee–Not Applicable
ATTACHMENT – E	Work Authorization Schedule of Bid Items–Not Applicable
ATTACHMENT – F	SBE Schedule 1 SBE Schedule 2–Not Applicable
ATTACHMENT – G	Authorization Status Report - Summary and Status of Authorizations
ATTACHMENT – H	Authorization Status Report - Summary of SBE/Minority Business Tracking
ATTACHMENT – I	Location Map

Revised (12-9-14)

ATTACHMENT – A

Compensation Summary (Scope of Work)

ATTACHMENT A

SUPPLEMENT No. 4 to WORK AUTHORIZATION No. 11

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract R 2013-0551

SCOPE OF WORK FOR

CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches

INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Contract for Pipeline Continuing Construction Services - Palm Beach County Water Utilities Department Project No. WUD 16-015 (CONTRACT) with Centerline Utilities, Inc. (CONTRACTOR) to provide construction services for various general activities on the Pipeline Continuing Construction Contract dated May 7, 2013, (R 2013 - 0551). This Work Authorization will be performed under that CONTRACT.

This Supplement #4 encompasses providing services related to Work Authorization No. 11 for the CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches project.

SCOPE OF SERVICES

Contractor shall perform the Scope of Services as described herein;

Schedule extension to allow for:

1. Unforeseen issues associated with the existing piping systems at the ECR plant have delayed the availability of reclaimed water required to pressurize the completed transmission main and complete functional testing of the system.
2. Continued design refinement and coordination issues related to the proposed electrical control and automation systems have resulted in longer procurement times for the specified materials.

COMPENSATION

Compensation shall not exceed \$0.00 in accordance with the unit prices established in the Contract for construction services dated May 7, 2013 as approved by the Board of County Commissioners.

SBE PARTICIPATION

SBE participation is included in **ATTACHMENT F** under this Authorization. The attached **Schedule 1** defines the SBE applied to this Authorization/Contract and **Schedule 2** establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE is not applicable for this supplement).

Revised (12-9-14)

ATTACHMENT – B

Rates for Liquidated Damages

ATTACHMENT B

SUPPLEMENT No. 4 to WORK AUTHORIZATION No. 11

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract R 2013-0551

Rates for Liquidated Damages

Palm Beach County Water utilities Department shall establish liquidated damages rates for each Work Authorization based on the dollar amount and time sensitivity of the project. The rates shall be as follows according to a criticality rating of 1 through 3 assigned to each Work Authorization by the Department as established below:

Highly Important Project (Criticality 1): Liquidated Damages

\$1,500 per day after Substantial Completion Date

\$1,000 per day after Final Completion Date

Moderately Important Project (Criticality 2): Liquidated Damages

\$1,000 per day after Substantial Completion Date

\$500 per day after Final Completion Date

Low Important Project (Criticality 3): Liquidated Damages

\$500 per day after Substantial Completion Date

\$250 per day after Final Completion Date

ATTACHMENT – C
Public Construction Bond
(Not Applicable)

ATTACHMENT – D
Form of Guarantee
(Not Applicable)

ATTACHMENT – E

Work Authorization Schedule of Bid Items

(Not Applicable)

ATTACHMENT – F

SBE Schedule 1

SBE Schedule 2 - Not Applicable

ATTACHMENT F

SCHEDULE #1

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: New RCWM Extension - The Ballpark of the Palm Beaches PROJECT NUMBER: WUD # 16-015

NAME OF PRIME BIDDER: Centerline Utilities Inc. ADDRESS: 2180 SW Poma Drive, Palm City, FL 34990

CONTACT PERSON: Fred Chesney PHONE NO. 561-689-3917 FAX NO. 561-689-0017

BID OPENING DATE: 2/20/2013 DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Telephone Number of Minority Contractor	(Check one or both Categories)		Dollar Amount					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$		\$	
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$		\$	
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$			\$	
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$		\$	
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$	
PRIME CONTRACTOR TO COMPLETE:	TOTAL		\$	-	\$	-	\$	-
BID PRICE: <u>\$0.00</u>	Total Value of SBE Participation:		\$	-				-

NOTE:

1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

ATTACHMENT – G
Authorization Status Report
Summary and Status of Authorizations

ATTACHMENT G

AUTHORIZATION STATUS REPORT

SUMMARY AND STATUS OF AUTHORIZATIONS

Auth. No.	Description	Status	Project Total Amount	Date Approved	WUD No. Assigned	Contractor's Project No.
1	Swain Blvd N. of 10th Ave N. Gravity Sewer Extension	Approved	\$99,998.74	09/10/13	12-072	130364
1.1	Swain Blvd N. of 10th Ave N. Gravity Sewer Extension	Approved	\$11,381.86	03/11/14	12-072	130364
2	Covered Bridge Boulevard 10" Water Main Extension	Approved	\$112,122.46	10/23/13	12-017	130374
2.1	Covered Bridge Boulevard 10" Water Main Extension	Approved	\$3,888.81	01/06/15	12-017	130374
3	Pinegrove Drive Haverhill Road to the LWDD E-3 Canal 8" AC Water Main Replacement	Approved	\$293,894.95	12/17/13	13-007	130375
3.1	Pinegrove Drive Haverhill Road to the LWDD E-3 Canal 8" AC Water Main Replacement	Approved	\$24,304.62	12/22/14	13-007	130375
4	Lyons Rd; L-26 to L-28 Canal; 16" RCWM Extension	Approved	\$614,244.07	02/04/14	13-041	140387
4.1	Lyons Rd; L-26 to L-28 Canal; 16" RCWM Extension	Approved	\$27,953.29	09/08/14	13-041	140387
4.2	Lyons Rd; L-26 to L-28 Canal; 16" RCWM Extension	Approved	\$107,430.79	09/23/15	13-041	140387
4.3	Lyons Rd; L-26 to L-28 Canal; 16" RCWM Extension	Approved	\$28,775.64	12/18/15	13-041	140387
5	Monaco Boulevard and Jog Road 10" Force Main Replacement	Approved	\$115,621.43	01/22/14	12-046	140385
5.1	Monaco Boulevard and Jog Road 10" Force Main Replacement	Approved	\$53,617.27	09/08/14	12-046	140385
5.2	Monaco Boulevard and Jog Road 10" Force Main Replacement	Approved	\$65,663.32	12/22/14	12-046	140385
6	SW Belle Glade WM & Services Replacement - Zone 1, Phase 1	Approved	\$199,999.40	03/05/14	13-060	140389
6.1	SW Belle Glade WM & Services Replacement - Zone 1, Phase 1	Approved	\$75,062.30	09/03/14	13-060	140389
6.2	SW Belle Glade WM & Services Replacement - Zone 1, Phase 1	Approved	\$17,640.61	12/22/14	13-060	140389
7	State Road 714 Water Main Replacement	Approved	\$2,342,687.91	06/03/14	13-091	140391
7.1	State Road 714 Water Main Replacement	Approved	\$19,752.91	12/22/14	13-091	140391
7.2	State Road 714 Water Main Replacement	Approved	\$53,448.75	04/02/15	13-091	140391
7.3	State Road 714 Water Main Replacement	Approved	\$145,824.67	05/07/15	13-091	140391
7.4	State Road 714 Water Main Replacement	Approved	\$238,318.60	07/21/15	13-091	140391
7.5	State Road 714 Water Main Replacement	Approved	\$79,815.58	02/19/16	13-091	140391
8	Caloosa Park Reclaim Water Main	Approved	\$99,629.87	07/11/14	13-081	140396
9	SW Belle Glade WM & Services Replacement - Zone 1, Phase 1	Approved	\$32,542.89	04/27/15	13-060	140389
10	24" RCWM Extension at Valencia Cove South	Approved	\$832,384.14	01/05/16	15-078	150437
11	CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches	Approved	\$1,275,043.62	02/09/16	16-015	160444
11.1	CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches	Approved	\$131,635.16	03/11/16	16-015	160444
11.2	CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches	Approved	\$0.00	08/09/16	16-015	160444
11.3	CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches	Approved	\$0.00	10/05/16	16-015	160444
11.4	CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches	Pending	\$0.00	Pending	16-015	160444
12	CD02 16-inch RCWM Extension at Emerald Dunes Golf Course	Approved	\$413,386.81	04/13/16	15-015	160445
Total			\$7,516,070.47			

ATTACHMENT – H

Authorization Status Report

Summary of SBE/Minority Business Tracking

ATTACHMENT H

AUTHORIZATION STATUS REPORT

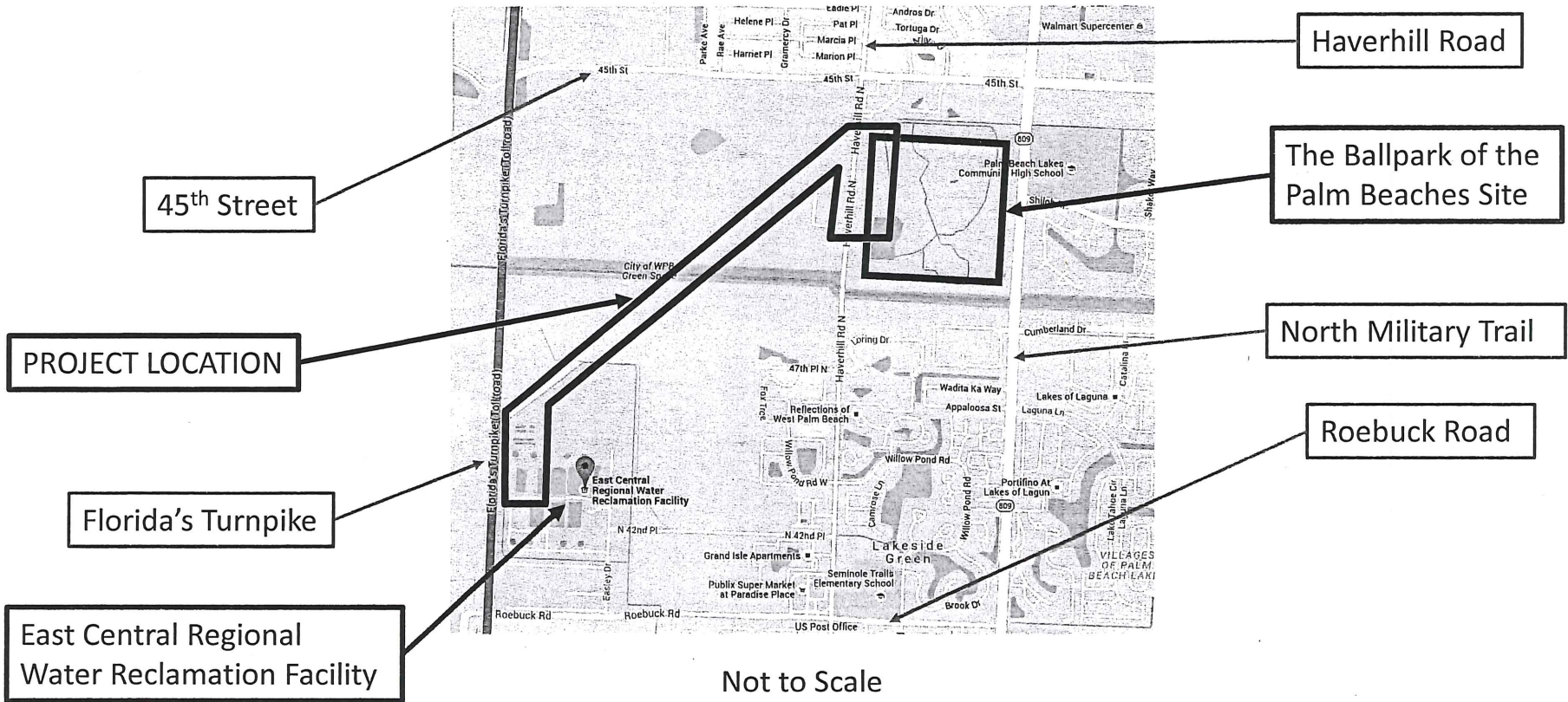
SUMMARY OF
SBE / MINORITY BUSINESS TRACKING

	Total	SBE
Current Proposal		
Value of Authorization No. 11.4	\$0.00	
Value of SBE - M/WBE Letters of Intent	\$0.00	\$0.00
Actual Percentage	0.00%	0.00%
Signed/Approved Authorizations		
Total Value of Authorizations	\$7,516,070.47	
Total Value of SBE / M/WBE Signed Subcontracts	\$1,340,634.45	\$1,340,634.45
Actual Percentage	17.83%	17.83%
Signed Authorizations Plus Current Proposal		
Total Value of Authorizations	\$7,516,070.47	
Total Value of Subcontracts & Letters of Intent	\$1,340,634.45	\$1,340,634.45
Actual Percentage	17.83%	17.83%
GOAL	16.56%	17.83%

ATTACHMENT – I

Location Map

LOCATION MAP (Section 1, Township 43S, Range 42E)





CENTERLINE UTILITIES, INC.

December 2, 2016

Palm Beach county Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

RE: CD02 Offsite RCWM Extension for the Ballpark of the Palm Beaches
WUD 16-015

Mr. Vincent Riccobono:

Pursuant to Work Authorization No. 11 under our Contract for Pipeline Continuing Construction Services (R2013-0551), Centerline Utilities hereby requests a 60 calendar day time extension to allow for schedule delays associated with the following two matters;

1. Unforeseen issues associated with the existing piping systems at the ECR plant have delayed the availability of reclaimed water required to pressurize the completed transmission main and complete functional testing of the system.
2. Continued design refinement and coordination issues related to the proposed electrical control and automation systems have resulted in longer procurement times for the specified materials.

Both of these two matters have caused delay in the completion of work under this Work Authorization. As neither of the above two delays were the result of any action or inaction on behalf of Centerline Utilities, Inc., we believe the requested time extension is justified.

Please feel free to contact us if you have any questions, or wish to discuss these matters further.

Sincerely,

Fred Chesney, Sr.
President
Centerline Utilities, Inc.

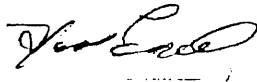





PBCWUD Project Name: CD02 Offsite RCWM Extension for the Ballpark of The Palm Beaches
PBCWUD Project Number: WUD 16-015
Contractor: Centerline Utilities, Inc.

Supplement Number: 4
Supplement Request Date: Submitted December 2, 2016

Current Contract Amount: \$1,406,678.78
Additional Cost Requested: \$0.00
Adjusted Contract Amount: \$1,406,678.78

Original Substantial Completion Date: August 19, 2016
Original Final Completion Date: October 18, 2016
Additional Time Requested: Add sixty (60) days
Adjusted Substantial Completion Date: **February 15, 2017**
Adjusted Final Completion Date: **April 16, 2017**

The City of West Palm Beach, ECRWRF, Kimley-Horn, and HW Spring Training Complex, LLC, based on discussions with Palm Beach County Water Utilities Department and with the Contractor, have reviewed this Supplement Request and find that it is acceptable.

Signature	Name, Company	Date
	Hans Erle, City of West Palm Beach	12/2/16
	Matthew Schultz, City of West Palm Beach ECRWRF Representative	12/2/16
	Jason Webber, Kimley-Horn	11/30/2016
	Marc Taylor, Marc Taylor, Inc.	12/1/16
	Art Fuccillo, HW Spring Training Complex, LLC	12/1/16
	Giles Kibbe, HW Spring Training Complex, LLC	12/1/16



INTEROFFICE COMMUNICATION
PALM BEACH COUNTY



BUDGET AVAILABILITY STATEMENT
CHANGE ORDERS AND CONSULTANT SERVICES AUTHORIZATION

DATE: December 8, 2016

TO: Irwin L. Jacobowitz, Director
Contract Development and Control

FROM: Guy C. Eggertsson, Fiscal Manager I
Finance and Administration
Water Utilities Department

[Handwritten initials: JJA, A, G]

RE: CD02 Offsite Reclaimed Water Main Extension for
The Ballpark of the Palm Beaches
Centerline Utilities, Inc.
WUD Project No. 16-015

Supplement No. 4 to Authorization No. 11

FISCAL IMPACT ANALYSIS:

Five Year Summary of Fiscal Impact:

	2016	2017	2018	2019	2020
Capital Expenditures	\$0.00				
Operating Costs					
Days	60				

Is item included in current budget? Yes No

Budget Account Number:

Fund	Department	Unit	Object	Allocation
4011	721	W008	6543	\$0.00

Recommended Sources of Funds/Summary of Fiscal Impact:

WUD User Fees.