PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

March 9, 2021

Consent [X]
Public Hearing []

Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to the Contract with Aquifer Maintenance and Performance Systems, Inc., (AMPS) for System-Wide Wellfield Maintenance for Palm Beach County Water Utilities Department (PBCWUD) to renew the Contract for an additional 12-month period and to increase the Contract amount by \$300,000 to \$2,289,076.

Summary: On March 14, 2017, the Board of County Commissioners approved the Contract (R2017-0315) with AMPS in the amount of \$1,189,076. On January 23, 2018, Amendment No. 1 (R2018-0075) to the Contract renewed the Contract for an additional 12-month period. On February 5, 2019, Amendment No. 2 (R2019-0217) to the Contract renewed the Contract for an additional 12-month period and increased the Contract price by \$500,000 to \$1,689,076. On March 17, 2020, Amendment No. 3 (R2020-0317) to the Contract renewed the Contract for an additional 12-month period and increased the Contract price by \$300,000 to \$1,989,076. PBCWUD has undertaken a total of \$1,600,976.65 of authorized maintenance work under the Contract through December 31, 2020. Historically, PBCWUD has spent approximately \$400,000 annually to maintain the existing wellfields. An increase of \$300,000 is required for the continuation of maintenance which shall include replacement of associated pumps and motors reaching the end of life expectancy. The requested amount shall increase contract funding to \$2,289,076. The proposed 12-month renewal and increase of funds will allow for the continuation of system-wide wellfield maintenance to maintain adequate raw water supply to PBCWUD's water treatment plants. The renewal of the Contract does not guarantee nor authorize any work. Work will be assigned during the 12-month renewal period by formal Construction Delivery Orders (KDO) drawn against the Contract with the project cost identified on each KDO. The unit prices contained in the Contract will be used in determining the cost of the KDOs. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Opportunity (EBO) Ordinance on October 16, 2018. The SBE participation goal established under the 2002 Ordinance was 15% overall participation. PBCWUD staff coordinated with the Office of Equal Business Opportunity to confirm that the proposed renewal was consistent with the principles of the EBO Ordinance. The Contract provides for 0% SBE participation, however, AMPS has since been certified as an SBE for the provision of well services, including drilling, plugging, consulting, maintenance and repair. AMPS is a Palm Beach County based company. (PBCWUD Project No. 16-001/VMG) Countywide (MJ)

Background and Justification: The Contract provides for maintenance of surficial production wells for Water Treatment Plant Nos. 2, 3, 8, 9 and 11. The renewal of the Contract will provide for the continued maintenance of existing system-wide wellfields to maintain an adequate raw water supply.

Attachments:

- 1. Two (2) Originals of Amendment No. 4
- 2. Location Map
- 3. Certificate of Liability Insurance

Recommended By:	Jim Stiles	2-3-2021			
,	Department Director	Date			
Approved By:	Well & Ble	2/17/2021			
	Assistant County Administrator	Date			

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	202	2021		2022)23	2024	202	25
Capital Expenditures Operating Costs External Revenues Program Income (Coun In-Kind Match County		\$300,000 0 0 0 0 0		\$0 <u>0</u> <u>0</u> <u>0</u> <u>0</u>		\$0 <u>0</u> <u>0</u> <u>0</u> <u>0</u>		0000	
NET FISCAL IMPACT	\$300	\$300,000		\$0		\$0		<u>0</u>	
# ADDITIONAL FTE POSITIONS (Cumulativ	re) <u>0</u>	<u>0</u>		<u>0</u>		<u>0</u>		<u>0</u>	
Budget Account No.: Budget Account No.: Budget Account No.:	Fund <u>4001</u>	Dept Dept Dept	720 720 720	Unit Unit Unit	2534 2537 3GUA	Object Object Object	4615		
Is Item Included in Curr Does this Item Include t	•	eral fund	ds	Yes Yes _		No No X			
		Rep	orting (Categor	y <u>N/A</u>				
B. Recommended	Sources of F	unds/S	ummaı	ry of Fi	scal Im	pact:			
Contract will be f	unded by Wa	ter Utilit	Depa	rtment	user fee	es.			
C. Department Fisc	cal Review:	***************************************							
· · · · · · · · · · · · · · · · · · ·					_			(NŽ	
III. <u>REVIEW COMMENTS</u>									
A. OFMB Fiscal and/or Contract Development and Control Comments:									
Pallen Rawa 2151 21 Contract Development and Control 2-17-21-72									
B. Legal Sufficiend	ey:								
Assistant	fwM_To. County Attorr		17/21						
C. Other Departme	ent Review:								
Departme	nt Director								

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

AMENDMENT NO. 4 TO CONTRACT WITH AQUIFER MAINTENANCE AND PERFORMANCESYSTEMS, INC. - SYSTEM-WIDE WELLFIELD MAINTENANCE FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

System-wide Wellfield Maintenance for Palm Beach County Water Utilities Department Contract No. WUD 16-001VMG

WHEREAS, the Contract was amended on January 23, 2018 (R-2018-0075) to extend the Contract for an additional one (1) year period (the "First Amendment");

WHEREAS, the Contract was amended on February 5, 2019 (R-2019-0217) to extend the Contract for an additional one (1) year period and to increase the contract amount by \$500,000 from \$1,189,076 to \$1,689,076 to provide for the wellfield maintenance activities to be undertaken under the extended contract term (the "Second Amendment");

WHEREAS, the Contract was amended on March 17, 2020 (R-2020-0317) to extend the Contract for an additional one (1) year period and increase the contract amount by \$300,000 from \$1,689,076 to \$1,989,076 to provide for the wellfield maintenance activities to be undertaken under the extended contract term (the "Third Amendment").

WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period and increase the contract amount by \$300,000 from \$1,989,076 to \$2,289,076 to provide for the wellfield maintenance activities to be undertaken under the extended contract term.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants

hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

- The term of this Contract as set forth in Special Conditions Section 14 is renewed for one
 additional year through March 14, 2022, and the not to exceed amount is hereby increased by \$300,000 from \$1,989,076 to \$2,289,076.
- 2. CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended.

CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate the Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

If COUNTY terminated this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

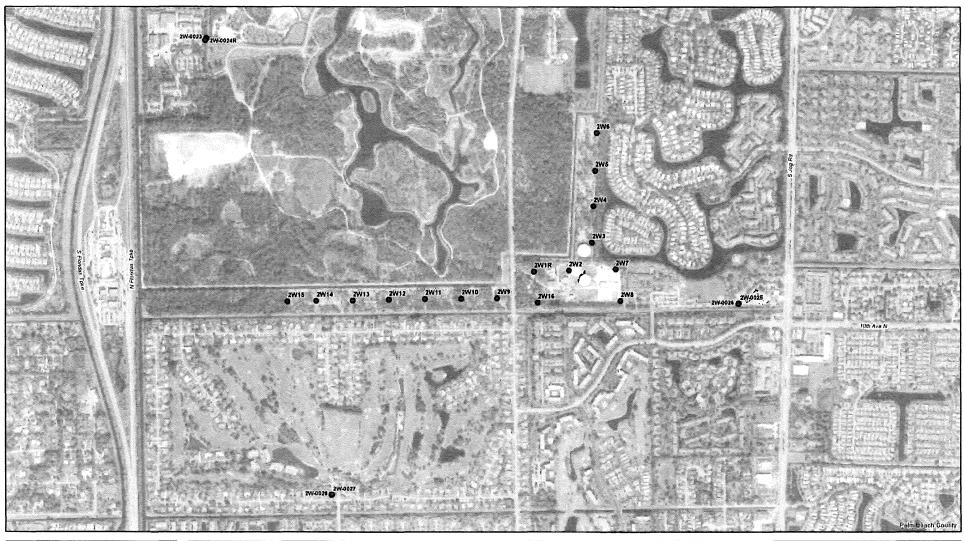
3. Except as specifically modified above, the terms and conditions of the Contract dated March 14, 2017, as amended by the First Amendment dated January 23, 2018, the Second Amendment dated February 5, 2019, and the Third Amendment dated March 17, 2020, are hereby confirmed and remain in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST: JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT & COMPTROLLER	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS By				
Deputy Clerk	Dave Kerner, Mayor				
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS				
Rus Birus for M. Torres Assistant County Attorney	Jim Stiles, Director Water Utilities Department				
	'CONTRACTOR'				
	By: AQUIFER MAINTENANCE and PERFORMANCE SYSTEMS. INC.				
(witness signature) Pamela Giust (witness name printed)	a Florida corporation (insert state of corporation) By: (signatory)				
(Corporate Seal)	James Murray (print signatory's name)				
	By: President (print title) $ \frac{21212021}{(date of execution)}, 2021 $				
	7146 Haverhill Road (Contractor's Official Address)				
	West Palm Beach, FL 33407 (Contractor's City, State, Zip Code)				

ATTACHMENT 2





WTP 2 Production Wells and Monitoring Wells (South Florida Water Management District)

Legend

- Production Wells
- Monitor Wells



Crasted by: John Delmastro RB.C.W.U.D. GIS Section - Date: 05/06/2020 GIS - Flic: W.W.GISI/Projectsl. Water/SFWMD Production & Monitor Wels/WTP 2 Monitor & Production Wels.m





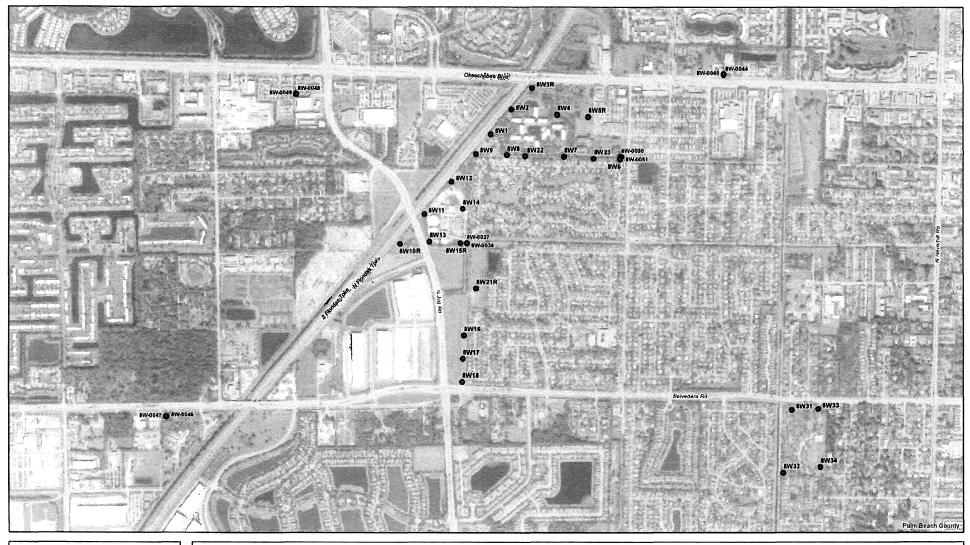
WTP 3 Production Wells and Monitoring Wells (South Florida Water Management District)

Legend

- ASR Well



1 inch = 1,200 feet





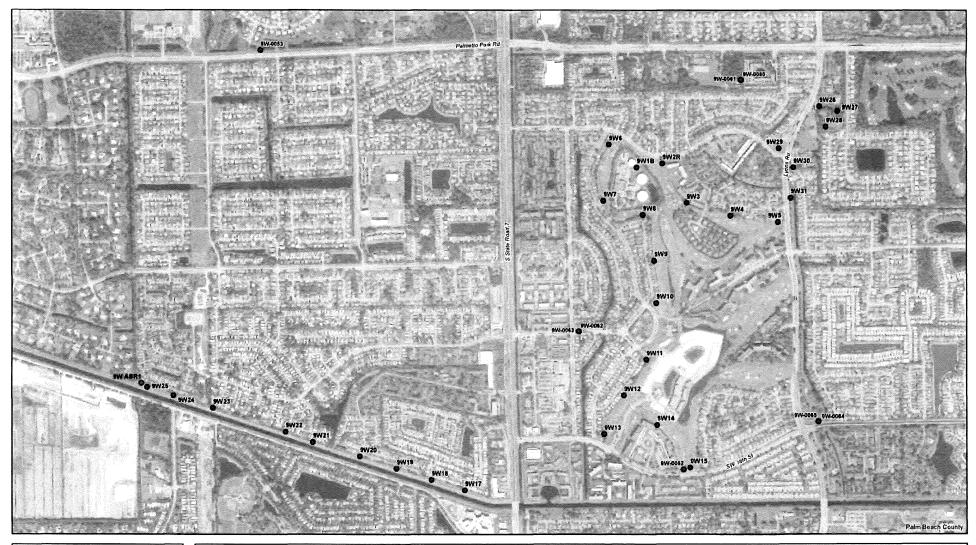
WTP 8 Production Wells and Monitoring Wells (South Florida Water Management District)

Legend

- Production Wells
- Monitor Wells



1 inch = 1,000 feet





WTP 9 Production Wells and Monitoring Wells (South Florida Water Management District)

Legend

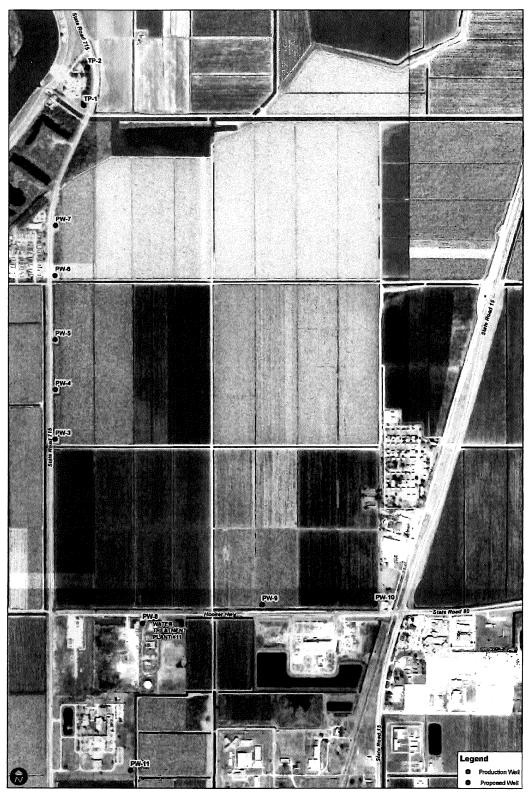
Production Wells Monitor W

ASR Well



1 inch = 1,000 feet

Water Treatment Plant No.11 Wellfield



Appendix A, Page-5



ATTACHMENT 3 CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER
Marsh USA, Inc. CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: 1166 Avenue of the Americas New York, NY 10036 Attn: Atlanta.Certrequest@marsh.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC# CN103161462-FL-WC-20-21 781021 INSURER A: Illinois National Insurance Company 23817 INSURED INSURER B: cisionHR, Inc. 11101 Roosevelt Blvd N INSURER C: St. Petersburg, FL 33716 INSURER D : INSURER E : INSURER F : **COVERAGES CERTIFICATE NUMBER: ATL-004758217-13 **REVISION NUMBER: 2** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP |MM/DD/YYYY) |MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre S CLAIMS-MADE OCCUR \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) s SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ AUTOS C. HIRED AUTOS ONLY PROPERTY DAMAGE \$ EACH OCCURRENCE \$ OCCUR **EXCESS LIAB** AGGREGATE **RETENTION \$** WC 013565170 WORKERS COMPENSATION 06/01/2020 06/01/2021 X PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MH) if yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those employees leased to but not subcontractors of Aquifer Maintenance & Performance System Waiver of Subrogation applies to the Workers Compensation policy where required by written contract. CANCELLATION CERTIFICATE HOLDER Palm Beach County SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Board of Commissioners P.O. Box 140526 Kansas City, MO 64114 AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Henry L. Whiting



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	NAMÉ	NAME: Darcy Silver					
Townsend Insurance Services, LLC	PHONI LA/C, N	PHONE (954) 764-9099 FAX (954) 960-6357 P. MAIL darcy@townsendinsuranceservices.com					
5931 NW 61st Manor	E-MAII ADDR	E-MAIL ADDRESS: darcy@townsendinsuranceservices.com					
				RDING COVERAGE	······································		IC#
Parkland	FL 33067 INSUR	LICE.	·	surance Company			319
INSURED	INSUR	_{LER B} : Markel A	mer Ins Co			38	970
Aquifer Maintenance and Performance Systems	s Inc INSUR	ERC:					
7146 Haverhill Road North	INSUR	ER D :					
	INSUR	INSURER E:					
West Palm Beach -	FL 33407 INSUR	ERF:					
COVERAGES CERTIFICATE NUI				REVISION NUMI		·	_
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM							
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSUR						15	
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS		CED BY PAID CL	AIMS.		,		
INSR TYPE OF INSURANCE INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
COMMERCIAL GENERAL LIABILITY				EACH OCCURRENC		1,000,000	
CLAIMS-MADE X OCCUR				DAMAGE TO RENTE PREMISES (Ea occur	nencej S	50,000	
				MED EXP (Any one p	erson) S	5,000	
A Y Y 50	54-1386	10/28/2020	10/28/2021	PERSONAL & ADV IN	JURY S		
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGA	ATE 5	2,000,000	
POLICY PRO- JECT LOC				PRODUCTS - COMP/			
OTHER:				Environmental		1/2 million	
AUTOMOBILE LIABILITY				COMBINED SINGLE	UMIT 9	1,000,000	
ANY AUTO				BODILY INJURY (Per	person) §		
I AUTOS ONLY LAUTOS	VVVA000093	08/02/2020	08/02/2021	BODILY INJURY (Per		S	
HIRED NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	Ξ (1	3	
× 19		Land			9	i	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	E s	3	
EXCESS LIAB CLAIMS-MADE				AGGREGATE			
DED RETENTION \$ -					9	***************************************	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER STATUTE	OTH- ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	T S		
(Mandatory in NH)				E.L. DISEASE - EA EM	MPLOYEE S	<u> </u>	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLIC	CY LIMIT S		
Contractor's Pollution Liability				Each Occurence I	_imit	\$1,000,000	
A 50	54-1386	10/28/2020	10/28/2021	Agregate Limit		\$2,000,000	
- 🖟		elle elle elle elle elle elle elle ell					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, A	dditional Remarks Schedule, may be a	attached if more sp	ace is required)				
Palm Beach County Board of County Commissioners is named Additional Insured when required by written contract, waiver of subrogation applies in favor							
of certificate holder.							
CERTIFICATE HOLDER CANCELLATION							

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County Insurance Compliance PO Box 100085 - DX AUTHORIZED REPRESENTATIVE Duluth GA 30096

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD