

RESOLUTION NO. 08-15 UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A CONTRACT FOR CONSTRUCTION WITH CLOSE CONSTRUCTION GROUP LLC OF OKEECHOBEE, FLORIDA FOR THE REHABILITATION/REPLACEMENT OF LIFT STATIONS NO. 10 AND NO. 50 FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, AS IDENTIFIED IN THE INFORMATION FOR BID NO. 493-14 IN THE NOT TO EXCEED AMOUNT OF \$3,799,022; AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS AGREEMENT; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM LINE ITEM NO. 413-1438-535-0-6556; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, in accordance with the City of Riviera Beach Procurement Code, Information for Bids were advertised to solicit general construction firms for the Rehabilitation/Replacement of Lift Stations No. 10 and No. 50 as identified in the City's Bid No. 493-14; and

**WHEREAS**, it is advisable and desirable to employ a qualified construction firm for the Rehabilitation/Replacement of Lift Stations No. 10 and No. 50; and

**WHEREAS**, Close Construction Group LLC of Okeechobee, Florida, was selected as the firm to provide the services identified in the Information for Bid No. 493-14.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the District Board approves the construction contract with Close Construction Group LLC to provide construction services in the implementation of the Rehabilitation/Replacement of Lift Stations No. 10 and No. 50 as identified in the City's Bid No. 493-14.

**SECTION 2:** That the District Board Chairperson and District Clerk are authorized to execute the Contract between the Utility Special District and Close Construction Group LLC.

RESOLUTION NO. 08-15UD  
Page 2 of 3

**SECTION 3:** That the District Finance Director is authorized to make payment for same under Account Number 411-1438-535-0-6556.

**SECTION 4:** This Resolution shall take effect upon its passage and approval by the District Board.

**PASSED AND APPROVED this 5th day of AUGUST, 2015.**

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RESOLUTION NO. 08-15UD

Page 3 of 3

APPROVED:

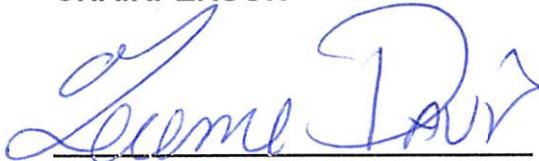


DAWN S. PARDO  
CHAIRPERSON

ATTEST:



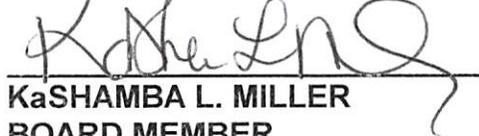
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK



TERENCE D. DAVIS  
CHAIR PRO-TEM



BRUCE A. GUYTON  
BOARD MEMBER



KaSHAMBA L. MILLER  
BOARD MEMBER

ABSENT

CEDRICK A. THOMAS  
BOARD MEMBER

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO AYE

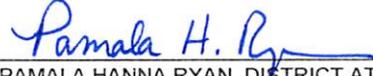
T. DAVIS AYE

B. GUYTON AYE

K. MILLER AYE

C. THOMAS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, DISTRICT ATTORNEY

8/3/15  
DATE

## STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated and will be effective on the 5<sup>th</sup> day of August 2015, by and between the City of Riviera Beach Utility Special District, a dependent special district of the City of Riviera Beach, Florida (hereinafter referred to as the "OWNER" or "DISTRICT") and Close Construction LLC, whose address is 301 NW 4<sup>th</sup> Avenue, Okeechobee, Florida 34972, and whose phone number is 863-467-0831\_ (hereinafter referred to as the "CONTRACTOR").

**WHEREAS**, the DISTRICT issued an invitation for bids for the rehabilitation/replacement of lift stations No. 10 and No. 20 (IFB No. 493-14) (hereinafter the "IFB"); and

**WHEREAS**, the CONTRACTOR submitted a bid in response to the IFB; and

**WHEREAS**, the DISTRICT desires to accept CONTRACTOR's bid; and

**WHEREAS**, the DISTRICT finds awarding IFB to the CONTRACTOR as described herein serves a valid public purpose.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by both parties, the DISTRICT and CONTRACTOR agree as follows:

### ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The CONTRACTOR's responsibility under this Contract is to furnish all materials, labor and equipment for the Rehabilitation/Replacement of Lift Station #10 and # 50, and installation of a 6 Foot Black Chain Link Fence with 3 Strands of Barbed Wire to Match Existing Fence, as more specifically set forth in the Scope of Work and Schedule of Bid Prices detailed in Exhibits "A" and "B", respectively, and the Close Construction, LLC, Bid Form and Enclosures, attached hereto and made a part hereof. The performance of the Contract will be completed as more specifically set out in the Invitation to Bid No. 493-14, made a part hereof by reference (as further described in the Contract Documents).

The DISTRICT's representative/liaison during the performance of this Contract shall be the Executive Director of the City of Riviera Beach Utility Special District, Louis C. Aurigemma, who can be reached at telephone number: (561) 845-4185.

### ARTICLE 2. CONTRACT PRICE.

2.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows: The amount of Three Million Seven Hundred Ninety Nine Thousand Twenty Two Dollars (\$3,799,022.00), which is based on the price(s) in the Bid Form.

### ARTICLE 3. MISCELLANEOUS.

3.1. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

3.2. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

3.3. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

3.4. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

3.5. The CONTRACTOR is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision and control.

3.6. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

3.7. If the CONTRACTOR is determined to be providing services on behalf of the City, the CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the OWNER would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

3.8. Governing Law; Consent to Jurisdiction: The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Contract Documents; and, (b) waives and agrees not to assert against any party hereto, by way of motion,

as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

3.9. Except where specifically provided for in the Contract Documents, the CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising out of or related to delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the OWNER. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Contract Documents.

3.10. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the OWNER. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONTRACTOR and its subcontractors will assign to the OWNER all right, title and interest in and to CONTRACTOR's and/or its subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to OWNER such instruments of transfer and take such other action that OWNER may reasonable request, including, without limitation, executing and filing, at OWNER's expense, copyright applications, assignments and other documents required for the protection of OWNER's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the project. The OWNER grants to the CONTRACTOR and its subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or its subcontractors in future projects of the CONTRACTOR or its subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or its subcontractor's own risk and without any liability to the OWNER. Any modifications made by the OWNER to any of the CONTRACTOR's or its subcontractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR or its subcontractor(s) will be at the OWNER's sole risk and without liability to the CONTRACTOR or its subcontractor(s).

3.11. The DISTRICT has SBE, MBE and Local Preference requirements that are more fully set forth in the Contract Documents that the CONTRACTOR must comply with. Failure to comply with said requirements may be grounds for termination.

3.12. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

3.13 The WHEREAS clauses set forth at the outset of this Standard Form of Agreement are incorporated herein as true and correct statements.

#### **ARTICLE 4. CONTRACT DOCUMENTS.**

Upon execution by the OWNER AND CONTRACTOR, this Standard Form of Agreement shall be and is considered part of the Contract Documents. The Contract Documents which comprise the

entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 4.1. Executed Change Orders, Work Directives, or other authorized changes to the Contract Documents executed after the execution of this Standard Form of Agreement.
- 4.2. Executed Standard Form of Agreement
- 4.3. The General Conditions
- 4.4. DISTRICT's issued Notice of Award and Notice to Proceed.
- 4.5. Addenda issued to the Invitation to Bid and Instructions to Bidders
- 4.6. The Invitation to Bid, Instruction to Bidders, all attachments to the Instruction to Bidders; and, Appendix A and Appendix B
- 4.7. Technical Specifications/Drawings/Plans
- 4.8. Issued Permits for the Work
- 4.8. The CONTRACTOR's Certificate of Insurance; Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable)
- 4.9. CONTRACTOR's Bid and all required submittals.
- 4.10. CONTRACTOR's submittals after Work has commenced.
- 4.11. Any other document otherwise incorporated in the Contract Documents by reference.

There are no Contract Documents other than those listed above in this Article 4. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions. In the event of a discrepancy or conflict in the Contract Documents, the above order of precedence for the Contract Documents will govern the interpretation of the Contract Documents after award with those Contract Documents identified in paragraph 4.1 taking precedence over all other Contract Documents.

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**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, The Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT

CONTRACTOR: CLOSE CONSTRUCTION, LLC

BY: *Dawn S. Pardo*  
DAWN S. PARDO  
CHAIRPERSON

BY: *Thomas C. Close*  
THOMAS C. CLOSE  
MANAGING MEMBER

ATTEST:  
BY: *Claudene L. Anthony*  
CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: *Pamala H. Ryan*  
PAMALA H. RYAN,  
DISTRICT ATTORNEY

BY: *Louis C. Aurigemma*  
LOUIS C. AURIGEMMA, P.E.  
EXECUTIVE DIRECTOR  
UTILITY SPECIAL DISTRICT

DATE: 7/21/15

Thomas C. Close  
as Managing mbr of Close Construction, LLC, a LLC corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification.

Notary Public: *Sheryl L Wells*  
Print Name: Sheryl L Wells  
My commission expires: 11/16/17



**EXHIBIT "A"**

**SCOPE OF WORK**

**REPLACEMENT/REHABILITATION LIFT STATIONS #10 AND #50**

Furnish all materials, labor and equipment for the Rehabilitation/Replacement of Lift Station #10 and # 50, as specified in the drawings and specifications prepared by C Solutions Inc., as part of the Bid No. 493-14 package (and installation of a 6 Foot Black Chain Link Fence w/3 Strands of Barbed Wire to match existing fence).

**EXHIBIT "B"**

**SCHEDULE OF PAYMENTS**

The scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Bid Prices, which is attached herein and which forms a part of Exhibit B.

**SCHEDULE OF BID PRICES**

<b>ITEM #</b>	<b>IFB NO. 493-14 REHABILITATION / REPLACEMENT LIFT STATIONS NO.10 &amp; NO.50</b>	<b>CLOSE CONSTRUCTION, LLC 301 NW 4TH AVE. OKEECHOBEE, FL 34972</b>
1	CONSTRUCTION BOND	\$35,000.00
2	MOBILIZATION & DEMOBILIZATION	\$260,000.00
3	WORK NOT INCLUDED IN BID ITEMS 1,2,4,5	\$3,429,022.00
4	CONSTRUCTION ALLOWANCE	N/A - Utility District will create Separate Construction Allowance
5	PERMIT ALLOWANCE	\$60,000.00
	<b>TOTAL BASE PRICE</b>	<b>\$3,784,022.00</b>
A-2	6' BLACK CHAIN LINK FENCE W/3 STRANDS OF BARBED WIRE TO MATCH EXISTING.	\$15,000.00

RESOLUTION NO. 09-15UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO APPROVE AMENDMENT NUMBER ONE TO THE CONTRACT WITH C SOLUTIONS INC. TO PROVIDE CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR LIFT STATIONS NO. 10 AND NO. 50 IN THE NOT TO EXCEED AMOUNT OF \$398,710; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1438-535-0-6556 AND 413-1438-535-0-5999; AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AMENDMENT NUMBER ONE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes (City RFQ No. 371-12), the City of Riviera Beach Utility Special District entered into a contract with C Solutions, Inc., on February 6, 2013, to provide the District with continuing professional engineering services for the Rehabilitation/Replacement of Lift Stations No. 10 and No. 50 Project; and

**WHEREAS**, the Contract required C Solutions to initially provide design, permitting and bidding services for the Project; and

**WHEREAS**, the C Solutions has completed the design, permitting and bidding services for the Project; and

**WHEREAS**, Close Construction Group, LLC, a certified general contractor has been recommended to construct the Project (as noted in the Award Recommendation for Bid No. 493-14); and

**WHEREAS**, in accordance with the provisions of City RFQ No. 371-12 and under Article 28 and "Additional Services" in Exhibit "A" of the Contract, the District and C Solutions intended for C Solutions to also provide construction administration and field engineering services for the Project; and

**WHEREAS**, the District requested and C Solutions has provided a proposal for construction administration and field engineering services for the Project; and

**WHEREAS**, Amendment Number One amends the Contract for C Solutions to provide construction administration and field engineering services for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That Amendment Number One to the Contract between the Utility Special District and C Solutions, Inc., is approved to provide engineering construction administration and field engineering services for the construction associated with the during the for the Rehabilitation/Replacement for Lift Stations No. 10 and No. 50.

**SECTION 2:** That the effective date to begin construction services will be upon an issuance of a Notice to Proceed by the District.

**SECTION 3:** That the District Board Chairperson and District Clerk are authorized to execute Amendment Number One to the Contract between the Utility Special District and C Solutions, Inc.

**SECTION 4:** That the District Finance Director is authorized to make payment for same under Account Number 413-1418-535-0-6556 and 413-1438-535-0-5999 in the amount not to exceed \$398,710.

**SECTION 5:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

**PASSED AND APPROVED this 5th day of August, 2015**

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APPROVED:

*Dawn S. Pardo*

DAWN S. PARDO  
CHAIRPERSON

ATTEST:



*Claudene L. Anthony*

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

*Terence D. Davis*

TERENCE D. DAVIS  
CHAIR PRO-TEM

*Bruce A. Guyton*

BRUCE A. GUYTON  
BOARD MEMBER

*KaShamba L. Miller*

KaSHAMBA L. MILLER  
BOARD MEMBER

ABSENT

CEDRICK A. THOMAS  
BOARD MEMBER

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

K. MILLER AYE

C. THOMAS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela Hanna Ryan*  
PAMALA HANNA RYAN, B.C.S., DISTRICT ATTORNEY

DATE: 8/4/15

**FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF RIVIERA  
BEACH UTILITY SPECIAL DISTRICT AND C SOLUTIONS INC. FOR CONTINUING  
PROFESSIONAL ENGINEERING SERVICES**

This FIRST AMENDMENT to the Contract between the City of Riviera Beach Utility Special District and C Solutions, Inc., for Continuing Professional Engineering Services (hereinafter referred to as "AMENDMENT") is made and entered into this 5<sup>th</sup> day of August 2015, by and between the City of Riviera Beach Utility Special District, Florida (hereinafter referred to as "DISTRICT") and C Solutions, Inc. (hereinafter referred to as "CONSULTANT") whose mailing address is 610 SE 14<sup>th</sup> Court, No. 2, Ft. Lauderdale, Florida 33316.

**WITNESSETH**

**WHEREAS**, after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes (City RFQ No. 371-12), the DISTRICT entered into a Contract with CONSULTANT on February 6, 2013, (hereinafter referred to as "CONTRACT") to provide the DISTRICT with continuing professional engineering services for the Rehabilitation/Replacement of Lift Stations No. 10 and No. 50 (hereinafter referred to as "Project"); and

**WHEREAS**, the CONTRACT required the CONSULTANT to initially provide design, permitting and bidding services for the Project; and

**WHEREAS**, the CONSULTANT has completed the design, permitting and bidding services for the Project; and

**WHEREAS**, in accordance with the provisions of City RFQ No. 371-12 and under Article 28 and "Additional Services" in Exhibit "A" of the CONTRACT, the DISTRICT and CONSULTANT intended for the CONSULTANT to also provide construction administration and field engineering services for the Project; and

**WHEREAS**, the DISTRICT requested and the CONSULTANT has provided a proposal for construction administration and field engineering services for the Project; and

**WHEREAS**, the First Amendment amends the CONTRACT for the CONSULTANT to provide construction administration and field engineering services for the Project.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by both parties, the DISTRICT and CONSULTANT agree as follows:

**SECTION 1.** The foregoing Recitals are incorporated into this AMENDMENT as true and correct statements.

**SECTION 2.** The following amendments are made to the CONTRACT:

ARTICLE I – SCOPE OF SERVICES: is amended to include the additional scope of services attached hereto and incorporated herein as Exhibit "A". The services identified in Exhibit "A" shall commence upon the issuance of a Notice to Proceed from the DISTRICT to the CONSULTANT.

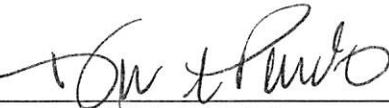
**SECTION 3.** The DISTRICT and CONSULTANT agree that the CONTRACT including this AMENDMENT set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the CONTRACT including this AMENDMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

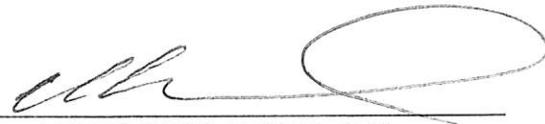
**SECTION 4.** This AMENDMENT shall not become binding and effective until approved by the CITY COUNCIL.

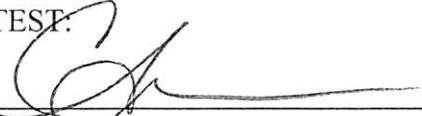
**IN WITNESS WHEREOF,** the DISTRICT AND CONSULTANT unto this AMENDMENT have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT

CONSULTANT: C SOLUTIONS INC

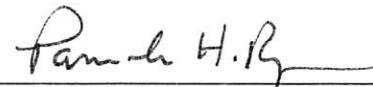
BY:   
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

BY:   
\_\_\_\_\_  
MARK DRUMMOND, P.E.  
PRESIDENT

ATTEST:  
BY:   
\_\_\_\_\_  
CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
\_\_\_\_\_  
PAMALA H. RYAN,  
DISTRICT ATTORNEY

BY:   
\_\_\_\_\_  
LOUIS C. AURIGEMMA, P.E.  
EXECUTIVE DIRECTOR  
UTILITY SPECIAL DISTRICT

DATE: 7/30/15

**Exhibit A**  
**City of Riviera Beach Utility District**  
**Scope of Services (Amendment RFQ. No. 371-12)**  
**LS No. 10 and 50 – Construction Services**

**Scope of Services**

**I. BACKGROUND**

The Riviera Beach Utility Special District (RBUD) has commenced with the rehabilitation / replacement of Lift Station No. 10 (LS 10) located on Singer Island and Lift Station No. 50 (LS 50) located at the Avenue U repump station site. On February 6, 2013 the RBUD entered into an agreement with C Solutions, Inc. (CONSULTANT) for Professional Engineering Services associated with the design, permitting and bidding for the rehabilitation / replacement of LS 10 and LS 50. CONSULTANT has completed the design, permitting and bidding services and the RBUD received bids for the construction of the project entitled "Rehabilitation and Replacement of Lift Stations No. 10 and No. 50" on May 6, 2015. In anticipation of award of a construction contract to the successful bidder, the RBUD has requested CONSULTANT to provide construction administration and field engineering services for the construction of the project entitled "Rehabilitation and Replacement of Lift Stations No. 10 and No. 50".

Request for qualifications to retain a professional engineering consultant(s) to provide engineering services for the rehabilitation / replacement of LS 10 and LS 50 was advertised in RFQ. No. 371-12 and C Solutions, Inc. (CONSULTANT) was selected to provide these services. Under the original work authorization, additional services for construction were identified as a future amendment.

**II. SCOPE OF SERVICES**

The CONSULTANT will perform the engineering scope of services as described herein.

**Task 1 Construction Contract Administration Services**

The CONSULTANT will perform the following tasks associated with administration activities related to the construction of the project:

**1.1 General Management**

CONSULTANT will provide services for the management of engineering tasks during construction. Such management activities will include project coordination with the RBUD and the RBUD's inspector, general coordination with the contractor, scheduling, and general correspondence with the RBUD and the Contractor.

It is assumed general management services will be provided throughout the entire duration of the project (395 consecutive days).

**1.2 Pre-construction Conference and Progress Meetings**

CONSULTANT will attend meetings with the RBUD and the Contractor. As a minimum, one representative of CONSULTANT will attend the project progress meetings (i.e., the Project

Manager) together with the Resident Project Representative (RPR) to discuss the project progress. CONSULTANT will chair the progress meeting and prepare and issue meeting minutes. Additional CONSULTANT or sub-consultant team members will attend, as appropriate, to address specific subject matter as issues arise during the course of the construction work.

It is assumed that these project progress meetings will be held monthly during the 13 months of the construction period; plus one project kick-off and one project close out meeting. A total of 15 meetings are assumed.

### 1.3 Assistance to Contractor for Procuring Building Department Permit Approval

CONSULTANT will provide assistance to the Contractor for procuring the Building Department permit from the RBUD. CONSULTANT will participate in up to two meetings with the Building Department and Contractor together with any required contract drawing revisions and subsequent resubmittal of revisions to resolve outstanding permitting issues.

### 1.4 Contract Interpretation and Clarifications

CONSULTANT shall issue necessary technical interpretations and clarifications of the Contract Documents in a timely manner, but not to exceed five (5) working days of their request unless otherwise authorized by the RBUD. CONSULTANT shall issue necessary interpretations and clarifications of the Construction Drawings and specifications, and in connection therewith prepare work change directives and change orders as required or requested by the RBUD. CONSULTANT may issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the Work. CONSULTANT will notify the RBUD of any such requested deviations or substitutions, and when reasonably necessary, provide the RBUD with a recommendation concerning same.

A total of 25 Request for Information (RFI) are assumed.

### 1.5 Shop Drawings and Contract Document Submittals

CONSULTANT shall review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of laboratory tests and inspections, manufacturer's operations and maintenance manuals, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents. In addition, CONSULTANT will receive and review all items to be delivered by the Contractor(s) pursuant to the Contract Documents, including but not limited to all maintenance and operating instructions, schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. CONSULTANT shall provide written comments and recommendations concerning their completeness under the Contract Document. CONSULTANT shall complete its review of submittals, shop drawings, samples and other data so as not to delay progression of the work, and in any event within fourteen (14) business days of receipt.

The projected quantity of shop drawings and manufacturer's O&M manuals is 180 submittals and is based on the Contract drawings and specifications, and the contract specifications' requirement that the Contractor submit complete submittals for equipment by specification section. If the Contractor submits partial or piecemeal submittals and/or manufacturer's O&M manuals, the CONSULTANT will reject such submittals without review and return those

submittals to the Contractor in accordance with the contract documents. Should the actual quantities of shop drawings or manufacturer's O&M manuals exceed the quantity identified, the CONSULTANT shall be entitled to additional compensation through a negotiated amendment with the RBUD.

#### 1.6 Review and Approval of Contractor Applications for Payment

Based upon the Project records (including but not limited to delivery schedules, inventories and construction reports), as well as the RPR's observations at the site and evaluations of the data reflected in Contractor's application for payment, CONSULTANT shall render a recommendation to the RBUD concerning the amount owed to the Contractor and shall forward the Contractor's application for such amount to the RBUD. Such approval of the application for payment shall constitute a representation by CONSULTANT to the RBUD, based on observations and evaluations, that:

- (a) The work has progressed to the point indicated.
- (b) The work is substantial, in accordance with the Contract Documents.
- (c) The Contractor is entitled to payment in the recommended amount.

#### 1.7 Change Orders

CONSULTANT shall receive and log all requests for project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences identified by the Contractor during the progress of work, inadvertent omissions (betterment) issues in the Contract Documents, or additional improvements requested by the RBUD after the project bid date. CONSULTANT will provide a response to the contractor and the RBUD with respect to a request for change order within a reasonable amount of time after receipt of contractor's notice and all necessary backup information required by CONSULTANT to formulate a response. CONSULTANT will have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. CONSULTANT is not authorized to bind the RBUD to changes in contract price or time.

Regardless of the source, CONSULTANT shall evaluate the impact of the change request in terms of project cost and schedule. CONSULTANT shall prepare an analysis of the change request indicating reasons for acceptance, references to applicable sections of the contract documents that validate or disclaim the change request, and if accepted, a statement noting that the requested cost / schedule impacts are fair and reasonable. If requested cost impacts are not considered by CONSULTANT to be fair and reasonable, CONSULTANT shall advise the RBUD and assist the RBUD to negotiate with the Contractor the scope and cost of any necessary contract change orders, using as a basis for such negotiations data or other information, emanating from the Contract Documents, including but not limited to the bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. If requested schedule impacts are not considered reasonable by CONSULTANT, CONSULTANT advise the RBUD and shall assist the RBUD to jointly negotiate with the Contractor a fair and reasonable schedule impact based on analysis of the Contractor's CPM schedule. CONSULTANT's analysis of the change request shall be forwarded to the RBUD.

Following approval and/or negotiation of Contractor change order requests, CONSULTANT shall prepare, recommend and submit for the RBUD's approval such change orders. CONSULTANT's services do not include litigation support.

A total of 3 change orders are assumed.

#### 1.8 Substantial and Final Construction Completion and Project Close-Out Reviews

Upon receiving notice from the Contractor advising CONSULTANT that the Project is substantially complete, CONSULTANT will schedule and, in conjunction with the RBUD, conduct a review of the Project, develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the RBUD concerning the acceptability of work done and the use of the Project. Also, CONSULTANT will perform final inspection in conjunction with RBUD, and assist the RBUD in closing out construction contract. These services will include providing recommendations concerning acceptance of Project, and preparing necessary documents such as lien waivers, Contractor's final affidavit, close-out change order, final payment application, permitting certifications, and warranty letters from Contractor, subcontractor and equipment suppliers.

#### 1.9 Record Drawings

CONSULTANT shall prepare and distribute to the RBUD within sixty (60) days of the date of receipt of marked-up, red-lined field drawings from the Contractor, five (5) sets of full size (24"x36") record drawings. CONSULTANT shall also deliver an electronic version of the record drawings in PDF format. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor.

### **Task 2 - Field Services During Construction**

The CONSULTANT will provide field services during construction as specified below.

#### 2.1 Resident Project Representative

CONSULTANT shall provide a part-time RPR throughout the duration of construction activities for the project. It is assumed that the part-time RPR will be provided for 16 hours per week throughout the duration of construction activities. The RPR's duties and responsibilities shall include the following:

- 1) Attend pre-construction conference, construction progress meetings and other construction conferences.
- 2) Serve as CONSULTANT's construction liaison with the Contractor and provide assistance in interpreting the Contract Documents.
- 3) Assist in obtaining from the RBUD staff additional details or information at the job site.
- 4) Conduct on-site observations of construction in progress (including specialized field tests), to assist in determining if construction is proceeding in substantial accordance with the Contract Documents, and that completed construction conforms to the Contract Documents. Inform the Contractor whenever the RPR believes that any construction is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment. Immediately inform the Contractor upon the

commencement of any construction requiring a submittal if the submittal has not been accepted. Visually inspect and review suitability and method of storage of materials, equipment and supplies delivered to the construction site in accordance with the Contract Documents.

- 5) Keep a daily diary and / or log book recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures.
- 6) Prepare daily reports of the progress of construction in sufficient detail to determine the progress of all activities. The report shall record the number of personnel on the job site, the number and type of active and inactive equipment on the job site and materials stored on the job site. The report shall record the impact, if any, of weather or other causes for delays at the job site.
- 7) Review monthly applications for payment with the Contractor for accuracy, back-up detail and completeness and coordinate final recommendation for payment with the RBUD.
- 8) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections in the daily reports.
- 9) Review Contractor measurements and notations on the Contractor's set of record drawings indicating field changes in construction and "as-built" conditions.
- 10) Advise the RBUD before scheduled major tests, inspections or start of important phases of construction.
- 11) Coordinate with the RBUD and the Contractor necessary shutdowns and interruptions of the RBUD's facilities.
- 12) During the course of construction, verify that certificates, operating and maintenance manuals and other data required to be assembled and furnished by the Contractor are available to the RBUD before equipment start-up and operator training is conducted by the Contractor as required by the Contract Documents and, in the presence of the required personnel; observe, record, and report appropriate details relative to the test procedures and start-ups.
- 13) Before issuance of a determination of substantial completion, prepare a written list of items requiring completion or correction. Coordinate and participate in a review of the project with the RBUD upon receipt of Contractor's request for substantial completion. Provide verification that all items have been completed and properly corrected prior to final inspection. Coordinate and participate in the final inspection with the RBUD.
- 14) Report to the RBUD as soon as possible any environmental concerns and the occurrence of any accident.
- 15) In addition, the RPR:
  - a. Shall not undertake any of the responsibilities of the Contractor or subcontractors.
  - b. Shall not advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
  - c. Shall not advise on or issue directions about safety precautions and programs about the Contractor's Work.

- d. Shall not approve any interruptions or modification of the RBUD's facilities without the approval of the RBUD.
- e. RPR shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CONSULTANT's own employees and agents) at the Project site.

## 2.2 Discipline Specific Inspections

CONSULTANT will furnish the services of discipline specific (instrumentation, electrical, and structural) inspectors for construction of the project to supplement the RPR throughout the duration of the construction period. The following estimated hours are assumed for discipline specific inspections over the duration of construction:

▪ Structural:	44 hours
▪ Geotechnical (pile installation)	8 hours
▪ Electrical:	40 hours
▪ Instrumentation and Control:	16 hours
▪ HVAC	6 hours

Structural and electrical inspection services associated with Building Department Special Inspection requirements anticipated for this project and limited to the list of items and/or areas identified below are being furnished by the CONSULTANT as part of the discipline specific inspections:

- Precast concrete units and their attachments to structures
- Reinforced masonry
- Bolted Structural (metal) connections
- Cast in place concrete and steel reinforcement
- Augercast pile installation
- Electrical ductbank and conduit
- Electrical grounding
- Electric building slab
- Lighting
- Electrical equipment
- Cable insulation testing
- National Electric Code compliance

CONSULTANT will prepare an inspection report for Special Inspections required by the Building Department associated with the items and/or areas identified above and will submit the Special Inspection reports to the Building Department on a weekly basis. Additional inspections beyond the items and/or areas and effort identified above but required at the discretion of the Building Official will be provided by CONSULTANT as an amendment to this Professional Engineering Services Agreement.

## 2.3 Startup and Testing Services

CONSULTANT shall provide the following startup services, including startup of individual components, pump station startup, and performance testing. It is assumed that the Contractor has performed all of the preliminary testing required to trouble-shoot any and all systems prior to the field start-up of equipment, and the installation of the equipment has been reviewed for

conformance with the contract documents by the CONSULTANT. It is further assumed that additional costs required due to re-testing and / or diagnostic investigations of the manufacturer's equipment will be reimbursed as amended to this Work Order. CONSULTANT shall provide engineering assistance during the following activities:

- 1) Subsystem startup -- provide oversight during field testing of individual components such as pumps, seal water system, motorized valves, instruments, vendor control panels, emergency power generator, etc.
- 2) Pump station startup -- provide oversight during startup of the unit processes under operational conditions. Services will consist of operation of all the subsystem components together and will be performed prior to performance testing.
- 3) Performance testing -- Upon successful completion of the previous activities, oversee entire pump station performance to ensure the entire pump station will operate as intended. CONSULTANT shall oversee testing to confirm compliance with specified standards. CONSULTANT shall notify the contractor, and the RBUD of any startup and performance testing deviation from the Contract Documents requirements.

#### 2.4 Operator Training

CONSULTANT will coordinate with the Contractor operator training to be provided by the equipment suppliers for the new and rehabilitated pump stations and support systems (e.g., electrical, SCADA) as identified in the Contract Documents. Training will be conducted by the Contractor with pump station operations staff to review the function of new equipment and local controls installed under this project.

### ASSUMPTIONS

This Authorization scope of services is based on the following:

- A. The total duration of the project is 395 consecutive days. CONSULTANT will provide part-time inspection services for the majority of the 395 consecutive day construction duration. Any additional efforts beyond the 395 day project construction phase duration will be compensated as amended to this Professional Engineering Services Agreement.
- B. During part-time on-site observations and/or during limited field checks of materials and equipment, CONSULTANT may endeavor to provide protection for the RBUD against defects and deficiencies in the work of the construction contractor. The furnishing of such services; however, will not make CONSULTANT responsible for (or give CONSULTANT control over) construction means, methods, techniques, sequences or procedures; for safety precautions or programs; or for the responsibility of construction contractor's failure to perform the work.
- C. CONSULTANT will not undertake any responsibilities of the contractor, subcontractor, or contractor's superintendent, or expedite the work.
- D. CONSULTANT will not advise on, or issue directions relative to any aspect of the contractor's means and methods, techniques, sequences, or procedures of construction unless specifically called for in the contract documents or submitted in writing by the contractor to CONSULTANT.
- E. Record Drawings will be prepared based upon information provided by Contractor and limited information obtained while performing part-time RPR services.

- F. Assumes that Riviera Beach Building Department's approval of the Contract Documents based on previous courtesy review is still valid without further revisions to Contract Documents and that this project's design is grandfathered under the previous Florida Building Code valid prior to July 2015.

**III. Time of Completion**

The Notice to Proceed (NTP) defines the official commencement of the CONSULTANT's amendment to the original contract. NTP will be defined as the business day following receipt of an official letter from RBUD specifying the approved amendment and direction to commence with construction services. The following schedule is based on the notice to proceed (NTP). All days are defined as calendar days.

<b>Task Description</b>	<b>Completion (Days from NTP)</b>
Task 1 - Construction Contract Administration Services	395
Task 2 - Field Services During Construction	395

It is estimated that the construction phase of this project will be completed within 395 consecutive calendar days as identified in the Contractor's Notice to Proceed.

**IV. Proposed Compensation**

The CONSULTANT shall perform the services defined in this scope of work for a lump sum fee of \$398,710. Invoices will be submitted to RBUD monthly and define the current percent complete for the project. The breakdown of fees per task is estimated below.

<b>Task Description</b>	<b>Lump Sum Amount</b>
Task 1 - Construction Contract Administration Services	\$233,244
Task 2 - Field Services During Construction	\$152,466
Other Direct Cost (ODCs)	\$13,000
<b>TOTAL</b>	<b>\$398,710</b>