

**CITY OF RIVIERA BEACH DISTRICT BOARD  
AGENDA ITEM SUMMARY**

**MEETING DATE: APRIL 18, 2012**

**AGENDA ITEM SUMMARY NO. J12-041-03**

- |   |  |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input checked="" type="checkbox"/> REGULAR        |
| <input type="checkbox"/> CONSENT                            | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> PUBLIC HEARING                     | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING        | <input type="checkbox"/> BOARD APPOINTMENT         |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING         | <input type="checkbox"/> WORKSHOP                  |

**TITLE / SUBJECT: PROPOSED CONTRACT AWARD to PJ LAND CLEARING & EXCAVATING, INC., OF WELLINGTON, FLORIDA, VIA PIGGYBACK OF THE CITY OF LAKE WORTH'S CONTRACT NO. UT-WAT-09-10-751, FOR LIME SLUDGE HAULING AT THE UTILITY DISTRICT'S WATER TREATMENT PLANT.**

**RECOMMENDATION / MOTION: Staff recommends that the Utility District Board approve a proposed contract award to PJ Land Clearing & Excavating, Inc, for lime sludge hauling services at the City of Riviera Beach Water Treatment Plant as specified in the attached City of Lake Worth contract and utilizing the pricing in Lake Worth Contract No. UT-WAT-09-10-751; and that the Utility District Board authorize payment in an amount not to exceed \$87,300.00 from the Utility District's Contract Services Account No. 411-1437-533-0-3406**

**DEPARTMENTAL APPROVAL REVIEW & DATE**

◆City Manger or ACM <i>Stuch C. Jurei</i>	Library
◆District Attorney <i>PHL 4/11/12</i>	Marina
◆District Clerk <i>A</i>	Police
Community Development	Public Works
◆Interim District Finance Director <i>KA 4/12/12</i>	◆Purchasing <i>KA 4/12/12</i>
Fire	Recreation & Parks
Human Resources	◆Utility Special District <i>ves</i>
Information Systems	Other

**APPROVED BY UTILITY DISTRICT: *Louis C. Aurigemma***

**DATE: APR 10 2012**

<b>Originator:</b> UTILITY SPECIAL DISTRICT <i>ves</i>	<b>Costs:</b> <u>\$87,300.00</u>	<b>District Board Actions:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
<b>User:</b> UTILITY SPECIAL DISTRICT <i>ves</i>	<b>Current FY:</b> 2011-2012  <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Other	<b>Attachments:</b> 1. Resolution 2. Contract with PJ Land Clearing & Excavating, Inc 3. Lake Worth Renewal Request & Approval for FY2011-12 4. Lake Worth Contract Awarded on October 29, 2009
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required	<b>Budget Account Number:</b> 411-1437-533-0-3406	
<b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

**BACKGROUND/SUMMARY:** The City of Riviera Beach Utility District is in need of lime sludge hauling services at the Water Treatment Plant. PJ Land Clearing & Excavating, Inc is the current lime sludge hauler for the City of Lake Worth. It is the intent of the Utility District to piggyback the current Lake Worth lime sludge hauling contract to take advantage of the preferred pricing.

PJ Land Clearing & Excavating, Inc. is in good standing with Lake Worth and has performed very well on this contract according to Lake Worth staff. The Riviera Beach Water Treatment Plant has a current stock pile of lime sludge that should be removed as quickly as possible to allow for continuing operation.

The intent of this board item is to remove storage lime sludge that is on the ground at the City of Riviera Beach Water Treatment Plant. The current stock pile is approaching maximum capacity and the remove of this sludge is mission critical. Once the stock pile is removed, this will allow for a more efficient operation of the storage yard. The two existing "save all" basins are also used for lime sludge storage and backwashing. These two basins will also be cleared by PJ Land Clearing & Excavation, Inc. on a regular basis.

The two basins are used to backwash the water treatment plant softeners. The lime sludge settles in the two basins and then the solids are removed by mechanical equipment and loaders. The solids are stock piled on the ground at the north end of the water plant property. The lime sludge solid then dewater over time. In past years, this dried lime sludge was hauled away by road contractors to be used and mixed with road base.

The use of lime sludge as an admixture to roadway bases was disallowed by the Florida Department of Transportation approximately 6 years ago. Due to this change, contractors no longer came to the City's Water Treatment Plant to haul away the existing lime sludge. Therefore, a stock pile of material has occurred and has to be hauled away on a contract basis. Utility District staff contacted neighboring Water Treatment Plants to determine the most economical way to dispose of lime sludge. The two most similar plants to the Riviera Beach Plant are Seacoast's Richard Road Plant and the City of Lake Worth's Water Treatment Plant. The contractors for both of those plants were contacted by Utility District staff. Both contractors visited the Riviera Beach Plant. PJ Land Clearing & Excavation, Inc. was selected based upon the level of service provided and the economical pricing they offered.

The Interim Finance Director should be authorized to transfer funds from Utility Special District Contingency Account number 411-1437-533-0-5999 to the Utility Special District Contract Services Account number 411-1437-533-0-3406

Staff recommends approval of a piggyback contract to PJ Land Clearing & Excavation, Inc. This will allow continued efficient operation of the Riviera Beach Water Treatment Plant.

Per staff, estimated costs are:

<u>Fixed Unit Prices</u>	<u>Estimated Annual Cubic Yardage</u>	<u>Annual Totals</u>
\$3.20/cy-clean & remove	15,000	\$48,000
\$3.93/cy-load and haul	10,000	\$39,300
		<u>\$87,300</u>

**FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>\$87,300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$87,300</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

NO. ADDITIONAL FTE POSITIONS (Cumulative) 0 \_\_\_\_\_

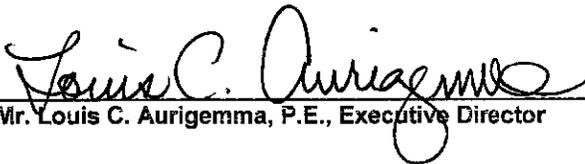
Is Item Included In Current Budget 2011-2012 Yes X No \_\_\_\_\_

Budget Account No.: Fund 411 Dept/Division 1437 Org. 533-0 Object 3406

Reporting Category: Contract Services

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

**C. District Fiscal Review:**

  
 Mr. Louis C. Aurigemma, P.E., Executive Director

**III. REVIEW COMMENTS**

**A. Finance Department and/or Purchasing/Intergovernmental Relations/Grant Comments:**

  
 Finance Department

\_\_\_\_\_  
 Purchasing and Grants

**B. Other Department Review:**

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH PJ LAND CLEARING & EXCAVATING, INC. OF GREENACRES, FL BY PIGGY-BACKING CONTRACT NO. UT-WAT-09-10-751 WITH THE CITY OF LAKE WORTH IN AN AMOUNT NOT TO EXCEED \$87,300 FOR LIME SLUDGE HAULING SERVICES AT THE UTILITY DISTRICT'S WATER TREATMENT PLANT; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE UTILITY SPECIAL DISTRICT CONTINGENCY ACCOUNT TO THE UTILITY SPECIAL DISTRICT CONTRACT SERVICES ACCOUNT IN THE AMOUNT OF \$87,300; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, PJ Land Clearing & Excavating, Inc., was awarded a contract to provide lime sludge hauling services to the City of Lake Worth via contract no. UT-WAT-09-10-751, approved by the City of Lake Worth on October 29, 2009; and

**WHEREAS**, this contract allows PJ Land Clearing & Excavating to supply the subject services to all governmental agencies of the State of Florida, under the same conditions and prices; and

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

**SECTION 1:** That the Utility Special District Board approves the contract for PJ Land Clearing & Excavating, Inc., in an amount not to exceed \$87.300 to provide lime sludge hauling services at the Utility Special District's water treatment plant via a piggy-back of the Lake Worth contract awarded on October 29, 2009 (UT-WAT-09-10-751).

**SECTION 2:** That the Chairperson and District Clerk are hereby authorized to execute said contract.

**SECTION 3:** That the Interim District Finance Director is authorized to transfer funds from the Utility Special District Contingency account number 411-1437-533-0-5999 to the Utility Special District Contract Services account number 411-1437-533-0-3406 and make payment for same.

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

**PASSED AND APPROVED this 18th day of April, 2012.**

RESOLUTION NO. \_\_\_\_\_

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**UTILITY SPECIAL DISTRICT**

**APPROVED:**

\_\_\_\_\_  
**BILLIE E. BROOKS**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CARRIE E. WARD**  
**MASTER MUNICIPAL CLERK**  
**UTILITY SPECIAL DISTRICT CLERK**

\_\_\_\_\_  
**DAWN S. PARDO**  
**VICE CHAIRPERSON**

\_\_\_\_\_  
**CEDRICK A. THOMAS**  
**BOARD MEMBER**

\_\_\_\_\_  
**JUDY L. DAVIS**  
**BOARD MEMBER**

\_\_\_\_\_  
**SHELBY L. LOWE**  
**BOARD MEMBER**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**B. BROOKS** \_\_\_\_\_

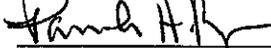
**D. PARDO** \_\_\_\_\_

**C. THOMAS** \_\_\_\_\_

**J. DAVIS** \_\_\_\_\_

**S. LOWE** \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY



\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 4/11/12

DATE: \_\_\_\_\_

**CITY OF RIVIERA BEACH  
SPECIAL UTILITY DISTRICT  
SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of March, 2012 by and between **PJ'S LAND CLEARING & EXCAVATING, INC.**, hereinafter referred to as "**Independent Contractor**," whose mailing address is P.O. Box 540517, Greenacres, FL 33454-0517, and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as "**DISTRICT**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, City of Lake Worth, FL posted an Invitation to Bid, to wit, Bid No: UT-WAT-09-100-7510 Re-Bid, hereinafter the "Bid" for the provision of services relating to the removal and disposal of lime sludge, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

**WHEREAS**, the contract term shall be from the date referenced in the Purchase Order issued to order the services. This will be a two-year (2) agreement with an option to renew for one (1) additional two (2) year period.

**WHEREAS**, Independent Contractor desires to extend such to the DISTRICT.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the City of Lake Worth's Bid for services.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the DISTRICT does hereby retain the services of the Independent Contractor for the purpose of removing storage lime sludge that is on the ground at the City of Riviera Beach Water Treatment Plant, as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.

4. Work must commence removal within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full removal within three hundred sixty five (365) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.

5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the DISTRICT, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

6. The DISTRICT agrees to compensate the Independent Contractor in an amount not to exceed \$150,000.00, as set forth in detail in fee proposal, attached here to as Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The DISTRICT shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing services to the DISTRICT in pursuance of the scope of work contained in herein or in an exhibit.

7. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the DISTRICT terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, city or district agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the DISTRICT.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that it is fully responsible to the DISTRICT for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the DISTRICT.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on DISTRICT premises will comply with all DISTRICT requirements governing conduct, safety and security.

13. The DISTRICT is exempt from payment of Florida State Sales and Use Taxes. The DISTRICT will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the DISTRICT, nor is the Independent Contractor authorized to use the DISTRICT's Tax Exemption Number in securing such materials.

14. Prior to execution of this Agreement by the DISTRICT, the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned dump trucks, loaders or other contracting equipment, automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the DISTRICT as an "Additional Insured."

19. The Independent Contractor shall indemnify and save harmless and defend the DISTRICT, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the DISTRICT, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the DISTRICT, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

21. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the DISTRICT, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other contractor employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the DISTRICT in any promise, agreement or representation other than as specifically provided for in this Agreement.

23. The DISTRICT reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the DISTRICT's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the DISTRICT so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the DISTRICT's decision to proceed with the change.

24. If the DISTRICT elects to make the change, the DISTRICT shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Executive Director for the DISTRICT.

25. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the DISTRICT's property from injury or loss arising during the term of the Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the DISTRICT or employees of the DISTRICT, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

26. Until acceptance of the work by the DISTRICT, the DISTRICT's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the DISTRICT.

27. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

28. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

29. All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement. Moreover, in the event of litigation arising from this Agreement, all parties voluntarily and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this Agreement.

30. Time is of the essence in all respects under this Agreement.

31. Failure of the DISTRICT to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of DISTRICT's right to enforce or exercise said right(s) at any time thereafter.

32. The Independent Contract will provide, on an annual basis, a Certification of Drug Free Workplace Program.

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

**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

P.J.'S LAND CLEARING & EXCAVATING, INC.

BY: \_\_\_\_\_  
BILLIE E. BROOKS  
BOARD CHAIRWOMAN  
UTILITY SPECIAL DISTRICT

BY: Patrick Wilson  
PATRICK WILSON  
PRESIDENT

ATTEST:

(SEAL)

BY: \_\_\_\_\_  
CARRIE E. WARD, MMC  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
PAMELA HANNA RYAN  
DISTRICT ATTORNEY

BY: Louis C. Aurigemma  
LOUIS C. AURIGEMMA, P.E.  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**SCOPE OF WORK:**

As determined in the Agreement, the Independent Contractor shall remove wet lime sludge from both save-all basins (above ground beds) and haul sludge to a designated drying area within the Water Plant Complex. Sludge shall be stockpiled and allowed to dry, remaining the property of the DISTRICT until removed from the site by the Contractor.

After drying, the sludge shall be removed from the site by the Independent Contractor, using its own equipment and trucks, or those of subcontractors.

Independent Contractor is responsible for providing all equipment and personnel to perform all services noted herein. DISTRICT shall not assist Independent Contractor in the performance of its duties.

Independent Contractor shall be responsible for control of dust created when hauling the dried sludge, specifically by "watering down" the area. This may be accomplished via watering truck and/or sprinkler system. Independent Contractor shall also be liable for cleaning of DISTRICT property and adjacent streets caused by lime sludge spillage resulting from Independent Contractor's actions.

**SCHEDULE OF WORK :**

Independent Contractor shall commence cleaning of sludge no later than 10 calendar days after notification to proceed. Wet sludge from basins shall be deposited in an orderly manner at on-site drying area by Independent Contractor.

Independent Contractor may utilize trucks owned by the contractor, subcontractors or sludge buyers to haul sludge from site. However, Independent Contractor shall be responsible for any damages/injuries caused by said trucks and/or operators, and shall indemnify the DISTRICT accordingly. If dried sludge is to be stored at the contractor's storage facility, such storage facility must comply with all local, county, and state requirements. Dried sludge shall not be stored on-site at the Water Treatment Complex for longer than 30 days.

Timely clearing of sludge basins and removal of dried sludge is a critical part of this contract. Failure of the Independent Contractor to comply with minimum services as noted above shall be grounds for imposition of liquidated damages and/or immediate cancellation of the contract.

**SITE LOCATION:**

City of Riviera Beach Utility District Water Treatment Plant is located at 600 West Blue Heron Blvd, Riviera Beach, Florida, 33404.

**ESTIMATED VOLUME OF SLUDGE FOR REMOVAL:**

Estimated cubic yardage of wet sludge to remove and dry is approximately 15,000 cubic yardage.  
Estimated cubic yardage of dry sludge to load and haul is approximately 10,000 cubic yardage.

## **PRICING**

The following prices noted below are on a per cubic yard basis:

- A \$3.20/cy of wet sludge to remove and dry
- B \$3.93/cy of dry sludge to load and haul

Prices shall be separated according to services rendered, as follows:

- A Cost, per cubic yard, for cleaning of sludge basins and removal of wet sludge to designated drying areas with Water Plant Complex.
- B Cost, per cubic yard, for loading, hauling and removal of dried lime sludge from Water Plant Complex. If disposal at a County landfill becomes necessary due to inadequate size of Independent Contractor's storage facility, then such disposal fee shall be the responsibility of the Independent Contractor, at no additional cost to the DISTRICT.

## **PERMITS FOR LIME STORAGE FACILITY**

The Independent Contractor shall be responsible for securing and paying for any necessary permits for its lime-sludge storage facility and any and all pertinent fees shall be payable by the Independent Contractor

## **OWNERSHIP OF REMOVED DRIED SLUDGE**

Upon removal of dried sludge from the Water Plant Complex, said sludge shall become the property of the Independent Contractor. The DISTRICT shall not be held liable for any illegal dumping of lime sludge in a non-permitted site, and the Independent Contractor shall so indemnify the DISTRICT.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2012

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 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).

<b>PRODUCER</b> Wells Fargo Ins Services USA, Inc. (WPB) 2054 Vista Parkway, suite 400  West Palm Beach FL 33411-2718	<b>CONTACT NAME:</b> Brian Cronin
	<b>PHONE (A/C, No, Ext):</b> (561) 655-5500 <b>FAX (A/C, No):</b> (561) 655-5509 <b>E-MAIL ADDRESS:</b> brian.cronin@wellsfargo.com
<b>INSURED</b> PJ's Land Clearing & Excavating, Inc.  P. O. Box 540517  Greenacres FL 33454-0517 (561) 740-9938	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Southern-Owners Insurance Compan <b>NAIC #</b> 10190
	<b>INSURER B:</b> Auto-Owners Insurance Company <b>18988</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 256277      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	7272480712	3/9/2012	3/9/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 hired/nonowned aut \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC					
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Owned PP Au		4179993602	3/9/2012	3/9/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
						\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Liability: Automatic Additional Insured applies to certificate holders and project owners when required by written contract. Coverage includes completed operations and is primary for the additional insured and project owner, but only with respect to liability arising out of "your work" for the additional insured/project owner and when required by written contract, per form 55373(1-07)

**CERTIFICATE HOLDER**

City of Riviera Beach Utility District  
  
 600 W Blue Heron Blvd  
  
 Riviera Beach FL 33404

**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.

AUTHORIZED REPRESENTATIVE

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## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

CA  
8A

**MEMORANDUM:** September 3, 2010

**AGENDA DATE:** October 19, 2010, Regular Meeting

**TO:** Mayor and City Commission

**FROM:** Rebecca M. Matthey, Utilities Director

**TITLE:** **LIME SLUDGE REMOVAL AND DISPOSAL FOR THE WATER TREATMENT PLANT**

### BACKGROUND:

The Water Division of the Lake Worth Utilities Department has an on-going need for the cleaning of runoff ponds through the removal of lime sludge, and the subsequent removal of the dried sludge from the runoff area.

Based on historical information obtained from measurements of the amounts of sludge purged from the runoff ponds, the City estimates that the total amount of sludge which will need to be removed and transported to be twelve thousand and ten thousand cubic yards respectively, (subsequent to the drying process which reduces the overall weight of the removed sludge).

Last year the City awarded a contract to PJ's Land Clearing and Excavating, Inc under bid UT-WAT-09-10-751. Under that award there is an option for two consecutive, one-year renewal periods.

### OFFICE OF MANAGEMENT & BUDGET BACKGROUND:

This purchase order is for the second year of a contract that was properly advertised and issued in accordance with a formal Invitation for Bids (UT-WAT-09-10-751) on October 18, 2009. PJ's Land Clearing and Excavating, Inc has requested a 5% increase for the first extension year due to increased costs associated with disposal of the dried lime sludge. The Office of Management and Budget reviewed the request and countered with an offer of 3%. PJ's Land Clearing and Excavating, Inc accepted the counter offer. This increases the load and hauling price from \$3.63/cy to \$3.74/cy, which equates to approximately \$1,100.00 additional cost for the year.



## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

### AGENDA CITY OF LAKE WORTH CITY COMMISSION MEETING CITY HALL COMMISSION CHAMBER TUESDAY, OCTOBER 04, 2011 - 6:00 PM

1. **ROLL CALL:**
2. **INVOCATION:** Religious Society of Friends
3. **PLEDGE OF ALLEGIANCE:** Vice Mayor Suzanne Mulvehill
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Community policing report
  - B. Mango Groves Neighborhood Association update
  - C. Downtown Cultural Alliance update
6. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS:**
7. **APPROVAL OF MINUTES:**
  - A. City Commission Budget Work Session - August 29, 2011
  - B. City Commission Meeting - September 6, 2011
  - C. City Commission Work Session - September 13, 2011
  - D. Special City Commission Meeting - September 13, 2011
8. **CONSENT AGENDA:** (there is no public comment on Consent Agenda items)
  - A. Approve the second amendment to the purchase and sale agreement for the conveyance of certain properties to the Community Redevelopment Agency
  - 4 **B.** Approve a one-year renewal contract with P.J.'s Land Clearing and Excavating, Inc. for lime sludge removal and disposal services, total cost not to exceed \$74,000
  - C. Approve an interlocal agreement with Palm Beach County Department of Environmental Resource Management (DERM) for a cooperative plan of managing the wellfield protection program

Agenda Date: October 19, 2010 Regular Meeting

**BUDGETARY IMPACT:**

The total yearly cost for Lime Sludge removal and disposal is estimated at \$74,000. Funding for this expenditure is included in the FY 2011 Water Treatment Operating Budget-Other Contractual Services Account #402-7022-533.34-50.

**CONSEQUENT ACTION:**

Not applicable

**REVIEWED BY AND RECOMMENDATION:**

The City Manager and Utilities Director recommend the approval of the contract extension for lime sludge hauling.

**POTENTIAL MOTION:**

**I MOVE TO APPROVE/DISAPPROVE A ONE-YEAR RENEWAL CONTRACT WITH PJ'S LAND CLEARING AND EXCAVATING, INC. FOR AN AMOUNT NOT TO EXCEED \$74,000.**

Attachment:

- 1) PJ's Land Clearing and Excavating Contract

**Guarascio, Maryann C.**

---

**From:** Loaiza, Mario  
**Sent:** Tuesday, March 20, 2012 11:41 AM  
**To:** Guarascio, Maryann C.  
**Subject:** FW: Lake Worth Lime Sludge ponds  
**Attachments:** PJs Certificate of Insurance.pdf; Agenda Memo - Lime Sludge Removal and Disposal -09-07-2010.pdf; PO 162422 PJ'S LAND CLEARING.pdf

Maryann,  
Here is the most up to date price numbers that I have for PJ.  
Thanks,  
Mario

-----Original Message-----

**From:** Doug Lovelace [<mailto:dlovelace@LakeWorth.org>]  
**Sent:** Monday, February 06, 2012 11:22 AM  
**To:** Loaiza, Mario  
**Cc:** Thomas A. Biggs; Patrick Wilson  
**Subject:** Lake Worth Lime Sludge ponds

Attached is all I have, which includes our current PO. PJ's did request did request a 5% increase for both pond cleaning and offsite disposal this year. This brings our current pricing to \$3.93/cy for hauling(offsite disposal) & \$3.20/cy for pond cleaning. If you require more information, try contacting Kari Hansen (our purchasing manager) at 561-586-1674.

Thanks,

Doug Lovelace  
Lake Worth Water Plant  
Phone# 561-586-1710 or  
561-586-1708

-----Original Message-----

**From:** Thomas A. Biggs [<mailto:thomas.biggs@mockroos.com>]  
**Sent:** Friday, February 03, 2012 3:00 PM  
**To:** Doug Lovelace  
**Subject:** FW: LWROWTP Project Close Out PA#A9007.20

Doug, Can you help me with this. Riviera Beach wants to piggy back your sludge hauling contract. Thank you.

Tom

Thomas A. Biggs P.E.  
Executive Vice President  
Mock Roos and Associates, Inc.  
(561) 683-3113, ext 216

---

**From:** Loaiza, Mario [<mailto:MLoaiza@Rivierabch.com>]  
**Sent:** Fri 2/3/2012 1:40 PM  
**To:** Thomas A. Biggs  
**Subject:** RE: LWROWTP Project Close Out PA#A9007.20 Tom, I need a copy of the time extension to the Lake Worth Lime Sludge Hauling contract. I met with Patrick Wilson of PJ Land Clearing & Excavating, Inc. and he is willing to piggyback with me on this contract. I need

the latest addendum or extension to the contract. All I have is the original contract and addendum #1.

Thanks,

Mario



**BLANKET ORDER**  
**City of Lake Worth**  
 Purchasing Division  
 7 North Dixie Hwy  
 Lake Worth, FL 33460-3725

**PURCHASE  
 ORDER NO.  
 162422**

DATE: 11/1/2011

VENDOR PHONE: (0) -  
 VENDOR FAX: ( ) -  
 VENDOR #: 1343  
 VENDOR ADDRESS: PJ'S LAND CLEARING & SHIP TO: CLW WATER PLANT  
 EXCAVATING  
 P O BOX 540517  
 GREENACRES, FL 33454  
 301 SOUTH COLLEGE STREET  
 LAKE WORTH, FL 33460

*Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2012					
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
DESTINATION		See Summary Page		SCOTT J ALTHOUSE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

LIME SLUDGE POND CLEANING & LOAD HAULING  
 Effective date: 10/14/2011  
 Expiration date: 09/30/2012  
 Not to exceed: 74,000.00

9999

LIME SLUDGE POND CLEANING & LOAD HAULING

<b>TOTAL PURCHASE AMOUNT</b>	<b>\$0.00</b>
------------------------------	---------------

Send Original and One Copy of Invoice to:  
**ACCOUNTS PAYABLE**  
**CITY OF LAKE WORTH**  
**7 N DIXIE HWY**  
**LAKE WORTH, FL 33460-3725**

AUTHORIZED SIGNATURE:

**Sales and Tax Exempt**  
**Certificate Number 85-8012621617C-7**



**BLANKET ORDER**  
 City of Lake Worth  
 Purchasing Division  
 7 North Dixie Hwy  
 Lake Worth, FL 33460-3725

<b>PURCHASE          ORDER NO.          162422</b>
--

DATE: 11/1/2011

VENDOR PHONE: (0) -  
 VENDOR FAX: ( ) -  
 VENDOR #: 1343  
 VENDOR ADDRESS: PJS LAND CLEARING & SHIP TO: CLW WATER PLANT  
 EXCAVATING  
 P O BOX 540517  
 GREENACRES, FL 33454  
 301 SOUTH COLLEGE STREET  
 LAKE WORTH, FL 33460

*Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

<b>DELIVER BY</b>		<b>REQUISITION #</b>	<b>REQUISITION DATE</b>	<b>CONFIRMED BY</b>	
09/30/2012					
<b>FOB</b>		<b>ACCOUNT NUMBER</b>		<b>AUTHORIZED BY</b>	
DESTINATION		See Summary Page		SCOTT J ALTHOUSE	
<b>ITEM #</b>	<b>QUANTITY/ UNIT</b>	<b>DESCRIPTION ARTICLE OR SERVICE</b>		<b>UNIT COST</b>	<b>EXTENDED COST</b>

Account	Project	Amount
40270225333450		74,000.00



# Utilities Administration

1900 2<sup>nd</sup> Ave. North · Lake Worth, Florida 33461 · Phone: 561-586-1665 · Fax: 561-586-1702

**MEMORANDUM DATE:** August 27, 2010

**AGENDA DATE:** September 21, 2010, Regular Meeting

**TO:** Mayor and City Commission

**FROM:** Rebecca M. Matthey, Utilities Director

**TITLE:** Lime Sludge Removal and Disposal (UT-WAT-09-10-751)

### BACKGROUND:

The Water Division of the Lake Worth Utilities Department has an on-going need for the cleaning of runoff ponds through the removal of lime sludge, and the subsequent removal of the dried sludge from the runoff area. This is a service that the City cannot perform internally, as it does not have the equipment nor the personnel necessary to successfully perform the requirements.

Based on historical information gleaned from measurements of the amounts of sludge purged from the runoff ponds, the City estimates that the total amount of sludge which will need to be removed and hauled to be twelve thousand cubic yards and ten thousand cubic yards respectively, subsequent to the drying process which reduces the overall weight of the removed sludge.

### OFFICE OF MANAGEMENT & BUDGET BACKGROUND:

Staff properly advertised and issued a formal Invitation for Bids (UT-WAT-09-10-751) on October 18, 2009. Four sealed bids were received and opened at a publicly-noticed meeting held at 2:00 PM on November 5, 2009. Following is a summary of the bids received:

<u>Company Name</u>	<u>Fixed Unit Prices</u>	<u>Estimated Annual Cubic Yardage</u>	<u>Annual Totals</u>
PJ's Landclearing	\$3.05/cy – clean and remove	12,000 cubic yards	\$36,600
	\$3.74/cy – load and haul	10,000 cubic yards	\$37,400
		<b>GRAND TOTAL:</b>	<b>\$74,000</b>
Austin Tupler	\$3.10/cy – clean and remove	12,000 cubic yards	\$37,200
	\$8.30 – load and haul	10,000 cubic yards	\$83,000
		<b>GRAND TOTAL:</b>	<b>\$120,200</b>

Brance Diversified	\$4.25/cy – clean and remove	12,000 cubic yards	\$51,000
	\$8.00/cy – load and haul	10,000 cubic yards	<u>\$80,000</u>
		GRAND TOTAL:	\$131,000
Pro Lime Services	\$5.30/cy – clean and remove	12,000 cubic yards	\$63,600
	\$12.00/cy- clean and remove	10,000 cubic yards	<u>\$120,000</u>
		GRAND TOTAL	\$183,600

The low, responsive, responsible bidder was PJ's Landclearing and Excavating, Inc. The unit prices provided shall be fixed for one year from date of issuance of the Purchase Order.

**BUDGETARY IMPACT:**

The funding for this work has been budgeted in the Water operating budget approved by the City Commission as part of the FY-2011 budget. Funding for this Purchase Order expenditure is available in the Water Treatment - Other Contractual Services Account #402-7022-533.34-50.

**CONSEQUENT ACTION:**

None

**REVIEWED BY AND RECOMMENDATION:**

The City Manager and Utilities Director recommend the approval of a one-year contract with the option for two consecutive, one-year renewal periods with PJ's Landclearing and Excavating, Inc. as the low responsive, responsible bidder. Further, the unit pricing reflected above is fixed for one year from the date of the issuance of the Purchase Order regardless of the actual quantities realized through the performance of this contract. Lastly, staff is recommending approval of a purchase order in an amount not to exceed \$72,900, based on the fixed unit prices and the expected quantities of sludge which will need to be removed and hauled during the initial year.

**POTENTIAL MOTION:**

I move to approve/disapprove a purchase order with PJ's Landclearing and Excavating for lime sludge removal and disposal in the amount not to exceed \$72,900.

**Contract Agreement Number**

**UT-WAT-09-10-751**

**Between**

**City of Lake Worth**

**And**

**P.J. Land Clearing & Excavating, Inc.**

## Table of Contents

- 1 – Addendum #1 (executed)
- 2 - Contract Terms (pages 1-17)
- 3 – Executed Contract Agreement Form (page 18)
- 4 – Scope of Work (pages 19-20)
- 5 – Bid Form (page 21)
- 6 – Clarifications and Exceptions (none) (page 22)
- 7 - List of Subcontractors (none) (page 23)
- 8 – Certification of Drug Free Workplace (page 24)
- 9 – List of References (page 25)
- 10 – Other Contract Documents:
  - Project-specific Insurance Forms
  - Licensure

**CITY OF LAKE WORTH**

\*\*\*\*\*

**INVITATION FOR BIDS UT-WAT-09-10-751**

**'Removal and Disposal of Lime Sludge'**

10/16/09

.....  
Sealed bids will be accepted by the City of Lake Worth Office of Management and Budget, located at 7 N. Dixie Hwy, Lake Worth, Florida 33460, for the provision of services relating to the removal and disposal of lime sludge from identified City retaining ponds", until no later than 2:00 P.M. local time on November 5, 2009, at which time and place, all bids will be opened.

**BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME REFERENCED ABOVE WILL NOT BE CONSIDERED RESPONSIVE, NOR BE ACCEPTED. UPON REQUEST OF THE APPLICABLE BIDDER, NON-RESPONSIVE BIDS WILL BE RETURNED.**

It is the sole responsibility of the bidder to ensure that their bid is in the possession of the Office of Management and Budget (OMB) before the closing date and time referenced above. The City will in no way be responsible for any delays.

**BID PACKAGES:** Will be available at no cost, as follows

- Via email in (.pdf) format
- For download from the City's Website, located at [www.lakeworth.org](http://www.lakeworth.org) under Purchasing Opportunities along left-hand side
- Pick-up in person at the following location:

City of Lake Worth  
Office of Management and Budget  
7 N. Dixie Hwy  
Lake Worth, FL 33460

**REQUIREMENTS:**

- All bids, to include any Addenda (or acknowledgment thereof), must be placed in a sealed envelope or container, and mailed or delivered to the OMB, at the following location (no fax, email, telegram or phone bids will be accepted):

City of Lake Worth  
Attn: OMB  
7 N. Dixie Hwy  
Lake Worth, FL 33460

- All bids must have the following information plainly marked on the outside:

UT-WAT-09-10-751 Removal and Disposal of Lime Sludge  
Attn: OMB  
Opening Date/Time: November 5, 2009 at 2:00 P.M.

- Pre-bid Conference/Site Inspection

There is a Voluntary pre-bid conference/site inspection scheduled for this project, to be held on Wednesday, October 28, 2009 @ 10am, on-site, at the Lake Worth Water Plant Conference Room, located at 301 S. College St., Lake Worth, FL 33460.

### **PURPOSE OF BID**

**The sole purpose of this bid is to provide for ongoing Removal and Disposal of Lime Sludge, as described in the Special Conditions and Scope of Services sections of this Invitation For Bid.**

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### **DELIVERY**

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the City, shall be done so at no cost to the City, and shall not delay the completion of the project. The City's payment terms are Net 30 after receipt of a proper invoice. The City will make every effort to pay invoices in a more expedient manner, but reserves the right to make payment within 30 days, as described above.

It is agreed by the bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the IFB. Upon contract award, the City will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists. Bidder agrees to not commence work without the following:

- Fully executed Contract Agreement Form
- Occupational License and Registration (if not already registered with the Building Division:
- [http://www.lakeworth.org/index.asp?Type=B\\_BASIC&SEC={C73E8C3C-6345-4D3D-953A-560ABCCF7905}](http://www.lakeworth.org/index.asp?Type=B_BASIC&SEC={C73E8C3C-6345-4D3D-953A-560ABCCF7905})
- Receipt of a City Purchase Order, referencing the project
- Notice to Proceed issued from the City (if separate from the Purchase Order)

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## SECTION A- GENERAL CONDITIONS

### 1.0 BID SUBMITTAL

#### 1.1 YOUR BID SUBMITTAL SHALL CONSIST OF THE FOLLOWING: (MUST BE SUBMITTED IN TRIPLICATE: ORIGINAL & 2 COPIES)

- A. BID FORM pages, completed and signed
  - B. Signed copy of each Addendum (if issued)
  - C. Clarifications & Exceptions sheet for Exceptions/Deviations (if applicable)
  - D. List of Subcontractors with contact names/numbers
  - E. Completed Certification of Drug Free Workplace Program
  - F. List of three references (most applicable), which reflect customers to which you provided these services to within the last five years. If the services provided to these references was substantially different from a regulatory, performance or requirements standpoint, please make a notation to that effect within the Clarifications/Exceptions section of your response.
  - G. Copies of required Licenses to perform the requested services
  - H. Copy of current Certificate of Insurance, showing existing and applicable coverage (see paragraph 29 for minimum required amounts) – *a project-specific original certificate of insurance will be required of the awarded bidder, subsequent to Notice of Award, and prior to the execution of any work on this contract.*
- 1.2 Bidders are advised to closely examine this Invitation for Bid (IFB) package. All bid responses must be submitted on the forms provided in this IFB package. Bid responses on vendor letterhead/quotation forms will not be accepted unless otherwise specified in the IFB. **NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO INSURE THAT ALL PAGES OF THE IFB AND ALL ADDENDA (IF ANY) ARE RECEIVED.**
- 1.3 Signatures are required where indicated and must be signed in blue or black ink. Failure to do so shall be cause for rejection of the bid.
- 1.4 Bid files may be examined during normal working hours, by appointment only, after bid opening, at such time as the bid files become available for public inspection. THE CITY OF LAKE WORTH RESERVES THE RIGHT AND INTENDS TO MAKE ALL BIDS AVAILABLE TO PUBLIC INSPECTION AND REVIEW REGARDLESS OF WHETHER OR NOT THE BIDDER INSTRUCTS OTHERWISE.

- 1.5 Bidders are expected to familiarize themselves as to the requirements of the specifications. Failure to do so will be at the bidder's own risk. A bidder will not expect to secure relief on the plea of error or misunderstanding.
- 1.6 Bidders must furnish all information required. **BIDS THAT DO NOT COMPLY WITH THESE REQUIREMENTS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.**

## 2.0 ADDENDA

- 2.1 Any questions by prospective bidders should be directed to the OMB Procurement Analyst, via email ([dcox@lakeworth.org](mailto:dcox@lakeworth.org)) or FAX at (561) 586-1656. Interpretations of the IFB or additional information as to its requirements, where necessary, shall be communicated to bidders **ONLY BY WRITTEN ADDENDUM**. Should the bidder ask for verbal interpretation, they do so at their own risk.
- 2.2 A written addendum will only be forwarded to those known, interested bidders/vendors, in addition to posting the Addendum on the City's Purchasing Opportunity Website, and posting it on the OMB bulletin board, located on the first floor of City Hall, 7 N. Dixie Hwy, Lake Worth, FL 33460. It is the responsibility of each bidder to ascertain whether Addenda have been issued by calling the OMB at (561) 586-1674, or by sending an email to the address listed above. All addenda must be signed by an authorized representative of the vendor and be submitted within the sealed package in response to the IFB. Omission of any signed addendum may be cause for rejection of the bid as non-responsive.

## 3.0 PRICE/DELIVERY ACCEPTANCE:

- 3.1 Prices quoted must include all services as noted herein.
- 3.2 Deliveries and/or services resulting from this bid are to be made during normal working hours unless otherwise specified in the IFB
- 3.3 The bidders' delivery time for the product and/or services must be specified and adhered to. Should the bidder to whom the order or contract is awarded fail to deliver on or before the stated date, the City reserves the right to **CANCEL** the Purchase Order or contract and secure the entire or remaining portions of the order or contract elsewhere.

## 4.0 FEDERAL AND STATE TAX

The City of Lake Worth is exempt from sales tax. The OMB will provide an exemption certificate to the successful bidder, upon request. Vendors or contractors doing business with the City of Lake Worth shall not be exempt from paying sales tax to their suppliers for materials or services to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City's Tax Exemption Number in securing such materials or services.

## **5.0 ACCEPTANCE/REJECTION OF BIDS**

The Owner reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the IFB calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

## **6.0 SUBCONTRACTING**

If a vendor subcontracts any portion of a contract for any reason, it must include, in writing, the name and address of the subcontractor, name of the person to be contracted including telephone numbers and extent of work and/or materials (goods) to be furnished. This information shall be submitted in response to the IFB. The City of Lake Worth reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper or timely performance of an award; or who is restricted from doing business with the City, County or State; or who is not in a position to perform properly under this award. The City reserves the right to inspect all subcontractors' facilities in order to make a determination as to the foregoing.

## **7.0 NO BID/NO CHARGE**

7.1 Where more than one item is listed, any items not bid upon should be indicated **NO BID**. Any/all items left blank will be considered a **NO BID** for that item. If no items are bid on, a statement of **NO BID** should be returned, with the envelope plainly marked **NO BID, along with the IFB Number**. Failure to do so will be viewed as an indication that the bidder does not wish to be considered for future bids, and may result in the bidder being removed from the registered vendors list.

7.2 A vendor desiring to offer a **NO CHARGE** bid for any items must so indicate, otherwise the bid will be construed as incomplete and will be subject to rejection.

## **8.0 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS**

8.1 The City is soliciting from vendors based on the enclosed specifications.

8.2 The determination as to whether the products/services are acceptable, including all judgments of equivalency, shall be made by the City of Lake Worth and such determination shall be final and binding on all bidders.

8.3 Any deviations or exceptions to the specifications and/or other requirements of the IFB must be explained in detail in your bid submittal. Exceptions and/or deviations must be listed on the Section entitled Clarifications and Exceptions. Any deviations or exceptions must be itemized by number and must refer to the applicable paragraph and page in the IFB. Otherwise, the bid will be considered

to comply with the specifications outlined in the IFB and the successful bidder will be held responsible for meeting and adhering to all requirements as outlined in the Invitation for Bid (IFB).

## **9.0 CONFLICT OF INTEREST**

- 9.1** All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Lake Worth. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five (5) percent or more in the bidder's firm or any of its branches.
- 9.2** By signing the bid, the bidder further declares that no City Commissioner, other City Officer or City Employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, or will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

## **10. LEGAL REQUIREMENTS**

- 10.1** All applicable Federal, State and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall apply. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.
- 10.2** The City of Lake Worth is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.
- 10.4** FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
(PUBLIC ENTITY CRIMES)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 10.5** In compliance with Florida Statute (Section 287.087), attached form Drug Free Workplace Certification must be fully executed and submitted with your bid response. Firms which indicate participation versus non-participation in a Drug Free Workplace Program will receive preference in the event the participating firm is involved in a tie-bid situation with a non-participating firm.

**10.6** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of Lake Worth for any terms and conditions not specifically stated in the Invitation For Bid (IFB).

**10.7** The obligations of the City of Lake Worth under this award are subject to the availability of funds lawfully appropriated for its purpose.

**10.8** This Invitation for Bid (IFB) shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, IFB document, and vendor's bid response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida.

## **11.0 PRICES QUOTED**

**11.1** Bidder warrants, by virtue of submitting their bid, that prices remain firm for a period of ninety (90) days from the date of bid opening or until an award is made by the City. Additionally, there shall be NO price increases for at least one year from the date of Contract Award.

**11.2** In the event of mathematical error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly.

**11.3** BIDS CONTAINING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID MAY BE REJECTED.

**11.4** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

## **12.0 PAYMENT**

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices must reflect the purchase order number. Payment terms are Net 30.

## **13.0 PROTEST PROCEDURE**

**13.1** Protests may only be filed by responsive bidders to this solicitation.

**13.2** Protests must be addressed to the City of Lake Worth OMB Manager, in writing, identifying the protester, the solicitation title and number, and the basis for the protest. All protests must be received by the OMB within three (3) business days of date that the award recommendation is posted on the OMB's bulletin board. It shall be the bidder's responsibility to contact the OMB Manager to determine

when the recommendation is posted. The protest is considered filed when it is received by the OMB.

**13.3** Failure to file a protest within the specified time limit shall constitute a waiver of protest rights.

**14.0 CODES AND REGULATIONS**

Bidder certifies that all material, equipment, processes, etc., contained in its bid meets all OSHA, ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is awarded the contract, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the bidder.

**15.0 COMPLIANCE WITH THE FLORIDA TOXIC SUBSTANCE STATUTE**

In compliance with Chapter 442, Florida Statutes, any toxic substance supplied to the City under this bid must be accompanied by a Material Safety Data Sheet (MSDS).

**16.0 INDEMNIFICATION**

**16.1** Vendor/Contractor agrees to protect, save defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from CITY by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Vendor/Contractor' performance under this Agreement, Vendor/Contractor' acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Vendor/Contractor or any breach of the terms of this Agreement; provided, however, the Vendor/Contractor shall not be responsible to the CITY for damages resulting out of bodily injury or damages to property which results from the negligence of the CITY, its respective agents, servants, employees or officers.

**16.2** This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Vendor/Contractor's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Vendor/Contractor; or because of any claims or amount arising or recovered from the Vendor/Contractor under his contract; as is considered necessary by the CITY, may be retained for the use of the CITY, or in case no money is due, his surety (if applicable) shall be held until

such suits, action or claims for injuries or damages as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the CITY.

#### **17.0 EXTENDING BID PRICES TO OTHER GOVERNMENT AGENCIES**

Upon award of a contract or Purchase Order, the successful bidder may also offer to supply the subject items/ services to all governmental agencies of the State of Florida, under the same conditions, prices and effective period as this bid, should the bidder feel it is in its best interest to do so.

#### **18.0 SPECIAL CONDITIONS**

Any and all Special Conditions that may vary from these General Conditions shall take precedence.

#### **19.0 QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsive and responsible bidder, qualified and capable of providing the material/merchandise and/or services specified.

#### **20.0 AWARD**

**20.1** The City of Lake Worth tentatively plans to award a ONE-YEAR CONTRACT, WITH AN OPTION FOR TWO, ONE-YEAR RENEWALS to the lowest responsive and responsible bidder, but retains its option to not make an award. Price will be a major deciding factor; however, the city reserves the right to award to the company, which in the sole determination of the city, provides the best overall value. Record of service to client, proximity to the City, past performance with the City of Lake Worth, and other factors shall also be considered in awarding this contract.

**20.2** Although the City of Lake Worth provides for the consideration of all responses, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be made to the lowest bid offered.

#### **21.0 METHOD OF ORDERING (PURCHASE ORDER)**

The City will issue a Purchase Order as its procurement method (ordering mechanism). All terms, conditions, & specifications of this IFB, and Contractors accepted bid are hereby included by reference. The Purchase Order serves as the Contractor's Notice To Proceed, unless a separate start date has been agreed between the parties.

#### **22.0 TIME AND AVAILABILITY OF SERVICES/MATERIALS AND/OR PRODUCTS**

**22.1** It is hereby understood and mutually agreed by and between the parties hereto, that the timely delivery of services, material and/or products is essential in this

contract.

**22.2** Failure to deliver services, materials and/or products within the specified time may be cause for cancellation of the agreement and purchase order(s). Should this occur, the City is free to seek the services, materials and/or products from other qualified sources.

**22.3** If the vendor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without negligence, including, but not restricted to, acts of God, or neglect of any other vendor/contractor, the period herein above specified for the completion and availability of services, material and/or products may be extended by such time as shall be approved by the City of Lake Worth, OMB.

**23.0 RIGHT TO RENEW CONTRACT**

As referenced in Section 20.1, the City of Lake Worth reserves the right to renew any contract, which ensues from this IFB for up to two additional, consecutive, one-year periods, after the successful completion of the first-year contract, upon approval of both parties.

**24.0 CANCELLATION**

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein, or fails to meet the City's performance standards.

**25.0 RIGHT TO TERMINATE**

**25.1** The City of Lake Worth reserves the right to terminate this contract without cause, effective thirty (30) days from date of written notice.

**25.2** In the event any of the provisions of the contract are violated by the contractor, the City of Lake Worth may serve written notice upon such contractor of its intention to immediately terminate the contract, with cause . Such notice will state the reason(s) for such intention to terminate the contract. The liability of the bidder for any and all violation(s) shall not be affected by such termination and vendor surety, if any, shall be forfeited.

**26.0 AS SPECIFIED**

A purchase order will be issued with the understanding that all services and/or products delivered must meet the specifications herein. Items delivered which are not as specified will be returned to the vendor at no expense to the City of Lake Worth.

**27.0 QUANTITY**

The City of Lake Worth reserves the right to acquire varied quantities. However, it is our intent to maintain the quantity at the amount specified in this solicitation

(if applicable).

## **28.0 SCOPE OF SPECIFICATIONS**

**28.1** The scope of these specifications is to insure the delivery of items that meet the needs of the City as defined in the Scope of Services section of this Invitation for Bid (IFB).

**28.2** The omission or silence of any specifications or the omission of any essential data from these specifications does not relieve the supplier from furnishing services, materials and/or products ready for operation as required in the solicitation.

## **29.0 APPROVAL OF ACCOUNTING SYSTEM**

**29.1** Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager has determined in writing that:

- 1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- 2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

## **30.0 RIGHT TO INSPECT PLANT**

The City may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the City.

## **31.0 RIGHT TO AUDIT RECORDS**

- 1) **Audit of Cost or Pricing Data:** The City may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- 2) **Contract Audit:** The City shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the

prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

- 3) Contractor Records: If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
  - A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and

Requiring the contractor and subcontractor at any tier to provide to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, Auditing and copying them.

### 32.0 LOCAL VENDOR PREFERENCE

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than \$15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the evaluated local vendor price to be less than the actual low-bid price, but the actual bid price of the local vendor is more than \$15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

The determination as to whether a bidder or proposer is a local or non-local business shall be made by the Purchasing Division, after confirming the vendor has a valid business tax receipt and certificate of occupancy, as reflected within the Business Master File of the city's ERP system. The bidder or proposer does not have to be a current vendor to the City (City as a customer) at the time of bidding/proposing, but must have been issued a business tax receipt applicable to the goods/services/construction being requested, PRIOR to the due date/time for bids/proposals. Prior to making an award through the application of the local

vendor preference, city staff may require a bidder or proposer to provide additional information at any time prior to the award.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section. *Non-LOCAL business* means a bidder or proposer which is not a LOCAL business as defined herein.

*Permanent place of business* means headquarters which are located within the city limits or a permanent office or other site located within the city limits from which a bidder or proposer will produce a substantial portion of the goods or perform a substantial portion of the services to be purchased. A post office box or location at a postal service center shall not constitute a permanent place of business.

### **33.0. ADDITIONAL INFORMATION**

Requests for additional information should be referred to Debby Cox, Procurement Analyst at 561/586-1674

### **34.0 INSURANCE REQUIREMENTS**

Prior to the issuance of a contract, bidder shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverage:

#### Comprehensive General Liability

##### **Bodily Injury & Property Damage, Combined Limit**

- Each Occurrence: \$1,000,000
- Aggregate \$2,000,000

#### Comprehensive Automobile Liability

##### **Bodily Injury**

- Each Person \$500,000
- Each Accident \$1,000,000

##### **Property Damage**

- Each Occurrence \$250,000

Workers Compensation

State Employer's Liability	Statutory \$1,000,000
-------------------------------	--------------------------

The City of Lake Worth (owner), shall be named as "Additional Insured" on the bidder's General Liability Policy, and if bidder's vehicles will be operating on City-owned property, the City of Lake Worth (owner) must also be named as "Additional Insured" on the bidder's Automobile Liability policy.

Coverage must be maintained during the full term of the contract. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the bidder to insure it or the Insurance carrier, notifies the City of Lake Worth's Human Resources Director, and Acting Risk Manager, Diane Clark (fax 561/533-7383), at least thirty (30) days before expiration.

**35.0 APPROPRIATION OF FUNDS**

Bidder acknowledges that the City is a political subdivision of the State of Florida. If the types of goods/services being procured under this contract require an annual appropriation of funds by the City's governing body, then per 287.0582 FS, the city's performance and obligation to pay under this agreement is contingent upon an approved annual appropriation of funds by its governing body, known as the Lake Worth City Commission for this purpose. The City's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Commission".

## **SECTION B - SPECIAL CONDITIONS**

### **1) Contract Term**

The projected initial contract term shall be December 1, 2009 through November 30, 2008. Bidders must be fully capable of providing all services effective December 1, 2009. If not materially delayed by the City, failure to initiate service as of December 1, 2009 shall be considered a major breach of contract. The actual commencement date of the contract will be referenced on the Purchase Order issued to order the services. Please note that since this contract period encompasses portion of two Fiscal Years, as defined by the City of Lake Worth, that the availability of funds statement as stated in General Conditions Section 10.7 applies. The City may elect to limit the length of the first contract year so that it is co-terminus with its Fiscal Year end (September 30<sup>th</sup>, 2010).

### **2) Contract Form**

The page attached at the end of this section demonstrates a sample of the Agreement to be executed between the City and the Contractor for this project, and incorporates the terms of this solicitation, and those in the Contractor's accepted bid. The City may elect to use a different form of contract to bind the parties, but in any case, the contract will not be substantially different than the sample provided, and shall incorporate, by reference each of the terms detailed in this solicitation, unless superseded by language in the contract.

### **3) All or None Contract Award**

The City intends to award a single contract for all services noted herein. Firms must bid on all items in order to be considered responsive.

Failure to bid on all items noted herein may result in rejection of your bid.

### **4) Bid Submittal**

If applicable, bidders must quote monthly rates for the Scheduled Maintenance as outlined in the Scope of Services, for each location reflected therein. The itemized rates will be calculated into a monthly sub-total, and an annual lump sum amount for the complete Scope of Services.

### **5) Contract Award**

Amongst other factors, the City shall consider the following factors in arriving at a contract award.

- Price
- Past performance with the City of Lake Worth
- Record of service, as reflected by reference checks
- Applicability of work provided to references to the City's scope
- Insurability, as evidenced by copy of Certificate of Insurance

- Possession of proper licensing
- Choice of Subcontractors

The City reserves the right to award a contract based upon consideration of all or some of the factors noted above, not solely price.

# Contract Agreement

## 'Removal and Disposal of Lime Sludge'

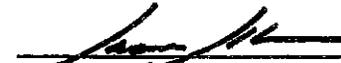
Upon execution by both parties, this Agreement shall serve as the Contract between the City of Lake Worth ("owner") and PJ's Land Clearance Excavating ("Contractor") for the delivery of the bid items and services as outlined in the City's Invitation For Bid Number UT-WAT-09-10-751.

All terms, conditions, plans and specifications contained in UT-WAT-09-10-751, and contractor's accepted bid, dated November 5, 2009 shall apply to this Agreement, and are incorporated herein. In the event of a conflict, the terms of the City's IFB shall take precedence. The contract amount shall be \$72,900.00.

Affixed hereto are the authorized signatures of both parties, in approval hereof.

City of Lake Worth

Company Name

  
Susan A. Stanton, City Manager

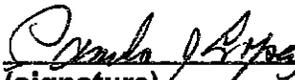
  
Name, Title with Signature  
Patrick Wilson, Pres.

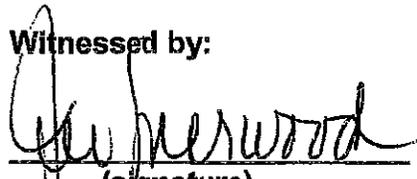
Dec. 21, 2009  
(date)

12-1-09  
(date)

Witnessed by:

Witnessed by:

  
(signature)

  
(signature)

Pamela J. Lopez, City Clerk  
(Name & Title - Typed or Printed)

J. Sherwood - Office Mgr.  
(Name & Title - Typed or Printed)

## **SECTION C- SCOPE OF SERVICES**

### **1.0 SCOPE OF WORK**

Upon notification by the Water Treatment Supervisor or by pre-arranged schedule, the contractor shall remove wet lime sludge from both collection ponds (above ground beds) and haul sludge to a designated drying area within the Water Plant Complex. Sludge shall be stockpiled and allowed to dry, remaining the property of the City of Lake Worth until removed from the site by the Contractor.

After drying, the sludge shall be removed from the site by the contractor, using its own equipment and trucks, or those of subcontractors.

Contractor is responsible for providing all equipment and personnel to perform all services noted herein. City shall not assist Contractor in the performance of its duties.

Contractor shall be responsible for control of dust created when hauling the dried sludge, specifically by 'watering down' the area. This may be accomplished via watering truck and/or sprinkler system. Contractor shall also be liable for cleaning of City property and adjacent streets caused by lime sludge spillage resulting from Contractor's actions.

### **2.0 SCHEDULE OF WORK**

Contractor shall be responsible for cleaning both sludge collection ponds (3,000 to 5,000 cubic yards) every six (6) months at a minimum (or more frequently, as directed by the Water Treatment Supervisor). Should more frequent cleaning be required due to increased water production, it will be ordered by the Water Treatment Supervisor. Contractor shall commence cleaning of ponds no later than 10 calendar days after notification to proceed. Cleaning shall be completed no later than 30 days after notification to proceed. Wet sludge from ponds shall be deposited in an orderly manner at on-site drying area by Contractor.

Contractor shall be responsible for removing a minimum of 1,500 cubic yards of dried sludge from the Water Plant Complex during each consecutive three (3) month period (or more frequently, as directed by the Water Plant Supervisor). Contractor may utilize trucks owned by the contractor, subcontractors, or sludge buyers to haul sludge from site. However, Contractor shall be responsible for any damages/ injuries caused by said trucks and/or operators, and shall indemnify the City accordingly. If dried sludge is to be stored at the Contractor's storage facility, such storage facility must comply with all local, county, and State requirements. Dried sludge shall not be stored on-site at the Water Treatment Complex for longer than 90 days.

Timely cleaning of sludge ponds and removal of dried sludge is a critical part of this contract. Failure of the contractor to comply with minimum services as noted above shall be grounds for imposition of Liquidated Damages and/or immediate

cancellation of the contract.

### **3.0 SITE LOCATION**

City of Lake Worth Water Treatment Plant is located at 301 South College Street, Lake Worth, Florida, 33460.

### **4.0 ESTIMATED ANNUAL VOLUME & SLUDGE POND SIZES**

Estimated annual volume of dried lime sludge to be removed is 10,000 cubic yards.

Estimated annual volume of wet lime sludge to be removed is 12,000 cubic yards.

#### Sludge ponds approximate size:

West Pond 200' x 80' x 10' deep

East Pond 200' x 60' x 10' deep

### **5.0 PRICING**

Prices shall be quoted on the attached 'Bid Form' on a Per Cubic Yard basis.

Prices shall be separated according to services rendered, as follows:

- A) Cost, per cubic yard, for cleaning of sludge ponds and removal of wet sludge to designated drying area within Water Plant Complex.
- B) Cost, per cubic yard, for loading, hauling, and removal of dried lime sludge from Water Plant Complex. If disposal at a County landfill becomes necessary due to inadequate size of Contractor's storage facility, then such disposal fee shall be the responsibility of the Contractor, at no additional cost to the City.

### **6.0 PERMITS FOR LIME STORAGE FACILITY**

The Contractor shall be responsible for securing and paying for any necessary permits for its lime-sludge storage facility and any and all pertinent fees shall be payable by the Contractor.

### **7.0 OWNERSHIP OF REMOVED DRIED SLUDGE**

Upon removal of dried sludge from Water Plant Complex, said sludge shall become

the property of the Contractor. The City shall not be held liable for any illegal dumping of lime sludge in a non-permitted site, and the Contractor shall so indemnify the City.

# BID FORM: UT-WAT-09-10-751

**Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).**

In accordance with the plans and specifications noted in this IFB document, following are the prices which will be fixed for at least one year, commencing on December 1, 2007:

**A) Clean Sludge Ponds & deposit wet sludge at on-site drying location:**

\$ 3.05 /cubic yard x 12,000 cubic yards annually =  
\$ 36,600.00

**B) Loading & Removal of dried lime sludge from Water Plant Complex:**

\$ 3.63 /cubic yard x 10,000 cubic yards annually = \$ 36,300.00

**GRAND TOTAL (Add Annual "A and "B" Totals:** \$ 72,900.00

**Required documents attached?**

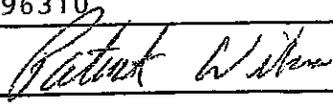
	(Yes or No)
- Acknowledge Addenda # <u>1</u> (if issued)	<u>Yes</u>
- 1 Original and 2 copies of bid (signed)	<u>Yes</u>
- Bid bond (minimum of 5% of bid total)	Not Required
- Licenses (copies of applicable licenses)	<u>Yes</u>
- List of Subcontractors	<u>Yes</u>
- 'Drug Free Workplace Cert. (signed)	<u>Yes</u>
- List of References	<u>Yes</u>
- Proof of Existing Insurance Coverage	<u>Yes</u>

NAME OF FIRM P.J.'s Land Clearing & Excavating, Inc.

ADDRESS P.O. Box 540517 Greenacres, Fl, 33454

PHONE# 561-740-9938 FAX# 561-740-9981

TAXPAYER I.D. # 65-0896310

AUTHORIZED SIGNATURE 

NAME & TITLE (TYPED) Patrick Wilson / President

DATE: 11-5-09

**CLARIFICATIONS AND EXCEPTIONS**

Use this page to identify any deviations/clarifications and/or exceptions to the specifications noted in the IFB. (Attach additional pages if required.)







**ADMINISTRATIVE SERVICES DEPARTMENT – PURCHASING DIVISION**  
7 North Dixie Hwy · Lake Worth, Florida 33460 · Phone: 561-586-1674 · Fax: 561-586-1673

October 29, 2009

**Addendum #1 to IFB #UT-WAT-09-10-751**

**“Removal & Disposal of Lime Sludge”**

This Addendum shall modify and become a part of the contract documents related to this project. All affected portions of the original solicitation, plans, drawings etc., are superseded/clarified as described herein.

In order for a bid to be considered responsive to the solicitation, Bidders' acknowledgement of this Addendum and its contents, must be made on the Bid Form of the existing solicitation (referenced as "Acknowledgment of Addenda"), OR a signed copy of this Addendum must be submitted within the sealed bid.

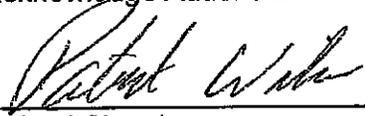
**ADDENDUM #1, CONSISTING OF TWO (2) PAGES, INCLUDES THE FOLLOWING:**

Subsequent to the Voluntary Pre-Bid meeting held on October 28, 2009, the following additions/changes/clarifications are made:

- This Addendum is correcting the contract term stated in Section B – Special Condition, Contract Term (page 16); this should read December 1, 2009 through November 20, 2010. Also on the Bid Form (page 21) the date for commencing of the contract should read December 1, 2009
- We will try to get a sample of the lime sludge evaluated but cannot promise results will be back by bid opening.
- The quantity in the trucks will be measured prior to leaving the plant to verify yards removed.
- Wet volume removed will be estimated by measuring the pile in accordance with FEMA debris pile calculations.
- While we have seen both tracked and wheeled vehicles in the pond the method we have seen used is a tracked hoe loading the material on the top bank then a front loader moving it to the pile at the south end.
- The bottom of the ponds are just sandy dirt, Silt should be removed while minimizing sand removal.

- We will accept alternates for review, however it is noted that one contractor that uses lime sludge for NOX removal at coal fired power plants rejected using our material for that purpose as he felt it was not clean enough (too much dirt) for that process.

We acknowledge Addendum #1 to IFB #UT-WAT-09-10-751.

  
\_\_\_\_\_  
Authorized Signature 10-29-09  
\_\_\_\_\_  
Date

Patrick Wilson / President  
\_\_\_\_\_  
Name and Title (typed or printed)

P.J.'s Land Clearing & Excavating, Inc.  
\_\_\_\_\_  
Company Name

2003-04725

STATE OF FLORIDA  
PALM BEACH COUNTY

OS-012.

CLASSIFICATION

**LOCAL BUSINESS TAX RECEIPT**  
**EXPIRES: SEPTEMBER - 30 - 2010**

PJ'S LAND CLEARING &  
EXCAVATING INC  
WILSON PATRICK

LOCATED AT  
9396 PINION DR  
LAKE WORTH FL 33467-0000

CNTY 33.00

TOTAL 33.00

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

EXCAVATING SERVICE

**THIS IS NOT A BILL - DO NOT PAY**

PAID. PBC TAX COLLECTOR  
33.00 BTR 049 01656729 07/16/2009

ANNE M. GANNON  
TAX COLLECTOR, PALM BEACH COUNTY

**THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED  
BY TAX COLLECTOR**

This receipt is in addition to and not in lieu of any license required by law or municipal