

TAB 11

# POINT PAPER

## I & I PROGRAM 2008

### AGREEMENT FOR GENERAL CONSTRUCTION SERVICES SANITARY SEWER MANHOLE REHABILITATION

CHAZ EQUIPMENT COMPANY, INC.

COP Job # 07- 571

#### **Problem:**

In an effort to prevent peaks at the WWTP during heavy rain events and sewage overflows, the PWD has initiated an I & I Program as a part of the Capital Improvement Plan (CIP). The peaks are a direct result of stormwater entering into the sewer system through aged and dilapidating manholes and unstable infrastructure piping

It should be noted that the FDEP permit requires that the city continually upgrades its sewer system to remove Inflow and Infiltration. The replacement of old leaking and cracked pipes and manholes throughout the system is needed to stay in compliance with the I & I requirements.

#### **Background:**

As part of an ongoing I & I remediation plan, the Department of Public Works is proposing to rehabilitate twenty- five (25) manholes located within Lift Station #1 basin along with rehabilitating wet wells in Lift Station #10 and Lift Station #5 as part of the Capital Improvement Program.

#### **Alternatives:**

1. – Take No Action
2. – Authorize the execution of the attached piggy-back contract with Chaz Equipment Company, Inc.

#### **Recommendation:**

Staff recommends Alternative #2; authorize the execution of the piggy-back contract with Chaz Equipment Company, Inc.

#### **Budget Impact:**

Within the 2008 CIP budget I & I Program, \$208, 427 is approved for these services. The total cost for this project is not to exceed \$82,000 and will be charged to account number 432-632-6300-4389.

**AGREEMENT FOR GENERAL CONSTRUCTION SERVICES  
SANITARY SEWER MANHOLE REHABILITATION**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF PALMETTO** (hereinafter "CITY"), whose address is 516 8th Avenue West, Palmetto, Florida 34221 and **CHAZ EQUIPMENT COMPANY, INC.** (hereinafter "CONTRACTOR"), whose address 3380 Fairlane Farms Road, #16, Wellington, Florida 33414.

**WHEREAS**, the CITY desires to employ CONTRACTOR to provide sanitary sewer manhole rehabilitation services within the CITY; and

**WHEREAS**, the CITY has established a budget and provided for the purchase of such services; and

**WHEREAS**, CONTRACTOR was one of at least three bidders to submit a bid in response to an Invitations to Bid issued by the City of Delray Beach for services substantially similar to those to be performed for the CITY; and

**WHEREAS**, CONTRACTOR was ultimately selected to perform such services for the City of Delray Beach; and

**WHEREAS**, the CITY and CONTRACTOR desire to use the previously bid Delray Beach contract as the basis for this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, CITY and CONTRACTOR agree as follows:

**1. EXISTING CONTRACT**

The City of Delray Beach contract was secured by CONTRACTOR as the result of a competitive bid process. A copy of this contract is attached hereto and incorporated herein as **Exhibit A**.

**2. PRICE QUOTATIONS**

The parties agree that the unit price quotations contained in the Delray Beach contract attached hereto as **Exhibit A** are the same as those to be applied under this Agreement. CONTRACTOR acknowledges that it has carefully examined the physical characteristics of the job sites within the City. CONTRACTOR and CITY agree that, with the exception of "Part IV: Contract Information/Requirements" found on page 21, the Bid Specifications found on pages 17 through 24 of the Delray Beach contract

attached hereto as **Exhibit A** shall apply and be given effect under this Agreement. The provisions of Part IV are superseded by this Agreement and shall be given no effect.

### **3. GENERAL**

- 3.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 3.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, provided, however, that such consent shall not be unreasonably withheld.
- 3.3 All notices shall be in writing and transmitted by certified mail to the addresses stated above.
- 3.4 This Agreement, including **Exhibits A and B**, constitutes the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the term "CONTRACTOR" shall include the respective officers, agents, directors and employees, and the term "CITY" shall include elected officials and employees.
- 3.5 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 3.6 It is understood that the relationship of CONTRACTOR to CITY is that of independent Contractor.

### **4. SCOPE OF SERVICES / BOND**

- 4.1 CONTRACTOR shall perform some or all of those services described in the Contract, attached hereto as **Exhibit A**, upon receipt and acceptance of written Work Orders signed by the CITY's Director of Public Works or his authorized representative, which Work Orders shall be in substantially the same form as those attached hereto and incorporated herein as **Exhibit B**.

- 4.2 CONTRACTOR shall furnish all materials and equipment, and perform all of the work in the manner and to the full extent set forth in this Agreement. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.
- 4.3 CONTRACTOR shall ensure that work is completed in a manner that complies with all permits specifically procured for a given project as well as all Federal, State and local laws and regulations controlling the pollution of the environment. CONTRACTOR shall take necessary precautions to prevent pollution of all bodies of water with sediment, fuels, oils, chemicals, or other harmful materials and to prevent adverse impacts to the native flora and fauna of a project site.
- 4.4 CONTRACTOR shall staff all projects with employees who have met any certification requirements of the State of Florida.
- 4.5 CONTRACTOR shall implement and maintain an operator safety program in compliance with all applicable laws, rules and regulations.
- 4.6 CONTRACTOR shall execute a sworn statement demonstrating that CITY informed CONTRACTOR of the provisions of Section 287.133(2)(a), Florida Statutes, concerning public entity crimes.
- 4.7 CONTRACTOR shall comply with CITY's Drug Free Workplace policy and demonstrate compliance by executing the CITY's form regarding said policy prior to initiating any work under this Agreement.
- 4.8 CONTRACTOR shall provide to CITY, in writing, on or before the day services begin under this Agreement, the name of CONTRACTOR's authorized representative.

## 5. CLEAN UP

- 5.1 CONTRACTOR will keep all work areas free from accumulations of waste materials, rubbish and other debris resulting from work performed by CONTRACTOR. At completion, CONTRACTOR will remove all waste materials, rubbish and debris from and

about the work areas as well as all tools, construction equipment and machinery, and surplus materials. CONTRACTOR shall provide for the lawful disposal of all solid waste resulting from the work.

- 5.2 CONTRACTOR will restore to an original condition those areas that were not designated for alteration by a Work Order but became altered by the actions of CONTRACTOR during the course of work.
- 5.3 If CONTRACTOR fails to clean up or restore areas as provided in this Agreement, the CITY may do so and the cost thereof shall be deducted from the compensation due CONTRACTOR for services performed under a given Work Order.

## 6. COMPENSATION

- 6.1 CONTRACTOR's compensation under this Agreement shall be based upon amounts budgeted in the current Capital Improvements Plan and the unit price quotations contained in the Contract, attached hereto and incorporated herein as **Exhibit A**. The total compensation for all services provided under this Agreement shall not exceed **\$82,000** without City Commission approval.
- 6.2 All compensation to CONTRACTOR is due upon receipt of CONTRACTOR's invoice and payable within thirty (30) days unless written notice of a defect or default has been provided to CONTRACTOR pursuant to the terms of this Agreement. Invoices shall be submitted not more frequently than once every thirty (30) days.

## 7. INDEMNITY, LIABILITY AND INSURANCE

- 7.1 The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by CONTRACTOR and its employees and agents of its obligations under the provisions of this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account or arising out of or resulting from any negligent act or omission of CONTRACTOR in performance of the work. The CITY and CONTRACTOR acknowledge that the

first Ten Dollars (\$10.00) of the compensation paid CONTRACTOR for its work hereunder shall be deemed specific consideration for this indemnification. CONTRACTOR shall fund the foregoing indemnification by providing the insurance coverages set forth in Section 7.5, below.

- 7.2 CONTRACTOR shall additionally indemnify CITY and hold it harmless from any claims or demands arising from:
- a. CONTRACTOR's operation, control and maintenance of the a given project not in conformance with the terms and conditions of this Agreement;
  - b. Any default of CONTRACTOR under this Agreement;
  - d. Any damage to the property of the CITY, not otherwise covered by insurance as provided herein, or others or injury to any person caused by CONTRACTOR, its agents, or employees;
  - e. Any legal or administrative proceedings occasioned by CONTRACTOR in which the CITY is made a party without the CITY's fault;
  - f. All costs, attorney's fees and expenses incurred by CITY in connection with the items indemnified against. CONTRACTOR shall defend any legal action or proceedings resulting from a claim or demand indemnified against, at its expense, by an attorney satisfactory to CITY on receipt of proper notice from CITY to do so.
- 7.3 CONTRACTOR shall be liable for those fines or civil penalties imposed by a regulatory agency for violations that are the result of CONTRACTOR' negligence. CITY will assist CONTRACTOR to contest any such fines in administrative proceedings and/or in court prior to any payment by CONTRACTOR. CONTRACTOR shall pay the cost of contesting any such fines.
- 7.4 CITY shall be liable for those fines or civil penalties imposed by any regulatory agencies on CITY and/or CONTRACTOR that are not a result of CONTRACTOR' negligence or willful conduct and are directly related to the ownership of a given project.

7.5 CONTRACTOR shall provide the CITY with a certificate of insurance containing the following limits:

- a. WORKERS' COMPENSATION – Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$500,000.00 for each accident. The certificate shall include a waiver of subrogation from the carrier. In addition, Workers' Compensation coverage shall be endorsed to include federal Longshore and Harbor Workers' Act coverage and Maritime Employers Liability (Jones Act) coverage with minimum limits of \$500,000.00 per occurrence for employees working in, on, or near navigable waters.
- b. COMMERCIAL GENERAL LIABILITY – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent WESTRA and Products and/or Completed Operations Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. CITY, its officers, advisory board members and employees shall be included as an Additional Insured.
- c. BUSINESS AUTOMOBILE POLICY – Shall have minimum limits of \$500,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on an occurrence basis.

The certificate of insurance shall state that the CITY will be notified in writing at least fifteen (15) days prior to the cancellation of any policies required of CHAZ EQUIPMENT COMPANY, INC., state that the coverage is primary, and shall be in the types and amounts stated herein. Certificates should include issuer's address and phone number, and an address and phone number for issuer's agent in Manatee County, if any.

## 8. AGREEMENT TERMINATION

- 8.1 This Agreement shall terminate upon the later of three (3) years from the date of execution, or at such time as all work and services have been completed and accepted by the City. This

Agreement may be renewed for an additional three (3) year term upon written agreement by both parties and approval from the City Commission of the CITY.

- 8.2 CITY shall be entitled to terminate this Agreement in its entirety and without prior written notice at any time for the following reasons:
- a. If CONTRACTOR becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or
  - b. If CONTRACTOR shall fail to prosecute work under a given Work Order, or any part thereof, with the diligence necessary to insure its progress and completion as prescribed by that Work Order and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice thereof from CITY as CITY shall direct; or
  - c. If CONTRACTOR shall commit a default under any of the terms, provisions, conditions, or covenants contained in this Agreement and shall fail to take such steps to remedy such default within ten (10) calendar days after written notice thereof from CITY as CITY shall direct.
- 8.3 Should CITY terminate this Agreement pursuant to Section 8.2 herein, CONTRACTOR shall cease all work immediately and CITY shall be entitled to complete work remaining under any and all outstanding Work Orders. CONTRACTOR shall receive no further compensation until all work remaining under any and all outstanding Work Orders is completed. If the unpaid balance otherwise due to CONTRACTOR exceeds the direct and indirect cost of completing the remaining work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such cost exceeds such unpaid balance, CONTRACTOR will pay the difference to the CITY. Such cost incurred by the CITY will be reasonably determined by the CITY.

## **9. DISPUTES AND FORCE MAJEURE**

- 9.1 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable

attorney's fees, which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

9.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly due to any unforeseen occurrence beyond its reasonable control. However, this Section 9.2 may not be used by either party to avoid, delay or otherwise affect any payments due to other party.

Both parties indicate their approval of this Agreement by their signatures below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been taken.

WITNESSES:

CHAZ EQUIPMENT COMPANY, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print name \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: JAMES FREEMAN  
City Clerk

CITY OF PALMETTO, FLORIDA, BY  
AND THROUGH THE CITY  
COMMISSION OF THE CITY OF  
PALMETTO

By: \_\_\_\_\_  
City Clerk/ Deputy Clerk

By: \_\_\_\_\_  
Lawrence E. Bustle, Mayor

Date: \_\_\_\_\_

**I & I PROGRAM 2008  
SANITARY SEWER  
MANHOLE REHABILITATION**

**CHAZ EQUIPMENT COMPANY**

**EXHIBIT A  
CITY OF DELRAY BEACH**

**CONTRACTS ARE ON FILE IN THE  
CITY CLERK'S OFFICE**

# EXHIBIT B

MAY 10 2008

PUBLIC WORKS DEPARTMENT  
**SEWERCOAT SEWER STRUCTURE REHABILITATION PROPOSAL**

City of Palmetto - Public Works Department  
 Mr. Frank Woodard, II - Deputy Director  
 600 17th Street W., Palmetto, FL 34221

May 12, 2008  
 Tel: (941) 723-4580  
 Fax: (941) 723-4539

Please accept our proposal for rehabilitation of the sewer structure(s) below in accordance with the City of Delray Beach Annual Contract #2002-37:

**MANHOLES - Qty (35) Rehabilitations with SewperCoat - Various Locations;**

MH #	MH Dia. (ft)	MH Depth (ft)	Structure Location	Square Feet	BRICK MH (\$250/vf)	PRECAST MH (\$170/vf)	Remove Coatings* (\$7/s.f.)	Bench & Channel (\$500/ea)	R&C adjustments		Total
									Grass (\$500/ea)	Square (\$700/ea)	
*10	4	10	Waste Water Treatment Plant	128		\$1,700					\$1,700
*11	4	10	" " " "	128		\$1,700					\$1,700
*12	4	10	" " " "	128		\$1,700					\$1,700
*13	4	10	" " " "	128		\$1,700					\$1,700
51	4	14	12th St W & 5th Ave W	176	\$3,500			\$500			\$4,000
*52	4	15	502 12th St W	188	\$3,750		\$1,319	\$1,000	Remove coating (type unknown)		\$6,069
53	4	6.5	24th Ave W & 13th St W	82		\$1,105					\$1,105
53A	4	6	24th Ave W & 13th St W	75	\$1,500						\$1,500
54	4	4	1224 24th Ave W (Backyard)	50	\$1,000			\$500			\$1,500
55	4	4	1215 23rd Ave W. (Backyard)	50	\$1,000			\$500			\$1,500
56	4	4	1202 24th Ave W. (Backyard)	50	\$1,000			\$1,000	Bench & channel bad shape		\$2,000
*57	4	4	1222 23rd Ave W. (Backyard)	50	\$1,000			\$1,000	Bench & channel bad shape		\$2,000
58	4	4	1216 23rd Ave W. (Backyard)	50	\$1,000			\$500			\$1,500
59	4	4.5	1204 23rd Ave W. (Backyard)	57	\$1,125			\$500			\$1,625
60	4	4.5	1204 23rd Ave W. (Backyard)	57	\$1,125			\$1,000	Bench & channel bad shape		\$2,125
61	4	4	2206 12th St W. (Backyard)	50	\$1,000			\$500			\$1,500
62	4	4.5	1203 22nd Ave W. (Backyard)	57	\$1,125			\$500			\$1,625
63	4	4	1203 22nd Ave W. (Backyard)	50	\$1,000			\$500			\$1,500
*64	4	5	1215 21st Ave W. (Backyard)	63	\$1,250			\$1,000	Bench & channel bad shape		\$2,250
65	4	5	1209 21st Ave W. (Backyard)	63	\$1,250			\$500			\$1,750
66	4	5	12th St W, betw/ 21st & 22nd Ave	63	\$1,250			\$1,000	Bench & channel bad shape		\$2,250
67	4	4	1219 20th Ave W. (Backyard)	50	\$1,000			\$500			\$1,500
68	4	7	1207 20th Ave W. (Backyard)	68	\$1,750			\$500			\$2,250
69	4	7	12th St W & 20th Ave W.	68	\$1,750			\$1,000	Bench & channel bad shape		\$2,750
70	4	7	12th St W & 13th Ave W.	68		\$1,190		\$500			\$1,690
*Excessive interior surface loss requiring additional 1"- 2" extra material + labor, total overall 804 s.f. @ \$14/s.f.											\$11,256

Manholes Total Amount: **\$62,045**

**LIFT STATIONS - Qty (2) Rehabilitations - Various Locations;**

**L.S. No. 10 - "Little Jett Mobile Home Park" - 333 4th St., Just West of 3rd Ave on South side;**

Precast Wet Well Dimensions: 6' Diameter x 14' Deep;

Sewpercoat 307 sq. ft. @ \$18.00/sf:

(X2) By-pass set up 8" influent sewer @ \$2000/ea:

8" By-pass Pump, 3 days @ \$200/Day:

Reconstruct 6" dia. Wet well fillet @ \$1000/ea:

(X2) Reinstall 4" existing pump base @ \$500/ea:

*Notes: Repair bad leaks @ well seams*

*Repair bad leaks @ pipe penetrations*

*Repair leaks at valve vault*

\$5,526.00

\$4,000.00

\$600.00

\$1,000.00

\$1,000.00

Total for L.S. #10: **\$12,126.00**

Continued on next page...



L.S. No. 5 - 600 17th Street West;

Precast Wet Well Dimensions: 10' Diameter x 25' Deep; (NO Sewpercoat)

(X1) By-pass set up 15"-18" influent sewer @ \$5000/ea:

\$5,000.00

6" By-pass Pump, 2 days @ \$200/Day:

\$400.00

Install 16"-18" influent drop assembly (Reliner) 8ft deep (Item #15, 8-8' (X3)):

\$2,100.00

Total for L.S. #5: \$7,500.00

Lift Station Total Amount: \$19,626

Total Rehabilitation Estimate: \$81,671

Inclusions: Mobilization  
Surface preparation & profiling  
Repairs to minor infiltration.  
Sewpercoat application - minimum 1/2inch thickness

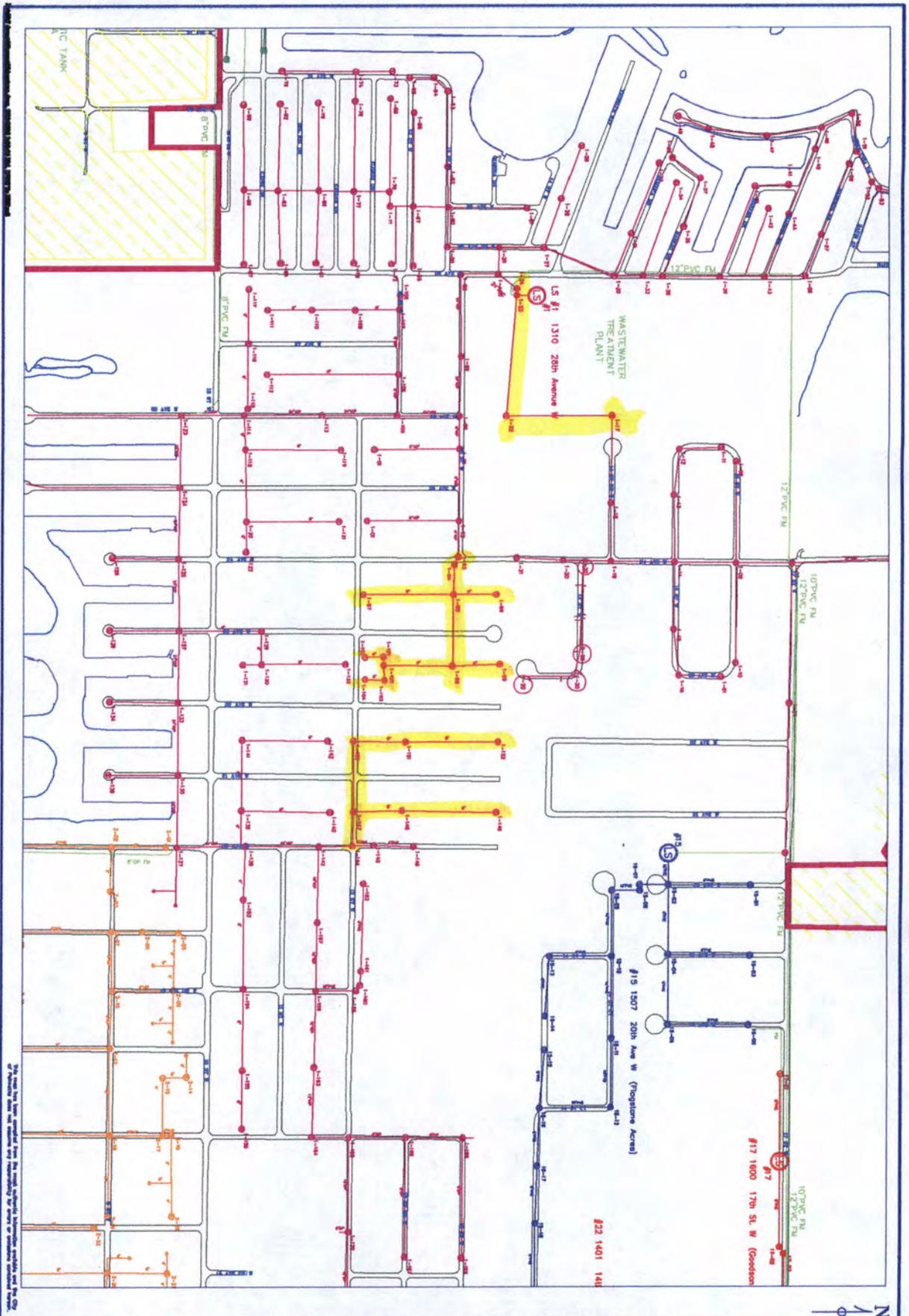
Exclusions: Permits & Fees  
System surcharge & debris removal & disposal location  
LS#5 - wet well interior repairs, coating removal or coating replacement.  
Heavy MOT (federal roadways, DOT, etc.)

Thank you very much.



Brad Miller  
Project Manager





This sheet has been prepared from the final schedule. The City of Palmetto shall not be responsible for any errors or omissions on this sheet.

<p><b>CITY OF PALMETTO</b></p> <p>WASTEWATER COLLECTION SYSTEM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>02-02-00</td> <td>ISSUED</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	02-02-00	ISSUED	<p>PROJECT # 00-0000-00</p> <p>NO. 1</p> <p>SCALE 1" = 250'</p> <p>DATE 02-02-00</p>		<p><b>CITY OF PALMETTO</b></p> <p>engineering department</p>
NO.	DATE	DESCRIPTION								
1	02-02-00	ISSUED								

