

Agenda Item #_ C - 6_____

Village of Royal Palm Beach

Agenda Item Summary

Agenda Item:

Requesting ratification of the emergency purchase for the repair of stormwater pipe on Sycamore Drive in the amount of \$126,460.00 issued to Shenandoah General Construction. Funding source is from the Stormwater Operating Fund.

Issue:

Staff is requesting approval for the emergency purchase order for the investigation, evaluation of damage, and repair of the stormwater pipe on Sycamore Drive. On April 16, 2024, Staff issued P.O. 240224 to Shenandoah General Construction (“Shenandoah”) to evaluate the damage to the stormwater pipe that had collapsed between two homes on Sycamore Drive in accordance with Village Code purchasing guidelines, Sec. 10-98(b), Emergency Procurements.

On April 24 & 25, 2024, Shenandoah installed two (2) 36” plugs, cleaned and videoed both ends of the stormwater pipe. The entire 210 feet of the stormwater pipe could not be videoed due to obstructions in the pipe. It was determined that the work plan would require the replacement of 30 feet of pipe at both ends of the stormwater pipe for a total of 60 feet. The Village requested that Shenandoah provide a proposal for time & materials to do the pipe repairs and then clean and video the entire pipe to determine if additional repairs, such as pipe lining, are required. We received the time & materials quote from Shenandoah on May 6, 2024. The initial P.O. was issued for \$28,150.00 of which \$14,250.00 was liquidated. The change order for the proposed repairs is \$112,210.00. The total amount of the P.O. to Shenandoah will be \$126,460.00.

Village Code Sec. 10-98(b) requires Staff to notify the Village Council of emergency procurements in excess of Fifty Thousand Dollars (\$50,000.00) at the next scheduled Village Council meeting.

Project Numbers	Fund Numbers	Purchase Amount
	407-3800-538.53-20	* \$126,460.00

***Funds are available.**

Recommended Action:

Upon Council review staff recommends a motion to approve.

Initiator:	Village Manager	Agenda	Village Council
Paul L. Webster,	Approved:	Date:	Action:
Director of		05/16/2024	
Public Works			



Village of Royal Palm Beach, Florida
10996 Okeechobee Boulevard Royal Palm Beach, Florida 33411
Telephone (561) 790-5122 Fax (561) 791-7075 www.royalpalmbeachfl.gov

Public Works Department
Paul L. Webster, P.E., C.S.M.
Director

Memorandum

To: Mr. Raymond C. Liggins, P.E., Village Manager
From: Mr. Paul L. Webster, P.E., Public Works Director
CC: Ms. Sharon Almeida, Finance Director
Date: May 9, 2024
Re: Emergency Purchase Order No. 240224 for Repair of Stormwater Pipe on Sycamore Drive

Ray,

We are requesting approval for the emergency purchase order for the investigation, evaluation of damage, and repair of the stormwater pipe on Sycamore Drive. On April 16, 2024, we issued P.O. 240224 to Shenandoah Construction to evaluate the damage to the stormwater pipe that had collapsed between two homes on Sycamore Drive in accordance with Village code purchasing guidelines, Sec. 10-98(b), Emergency Procurements.

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The Village requested that Shenandoah Construction provide a proposal for time & materials to do the pipe repairs and then clean and video the entire pipe to determine if additional repairs, such as pipe lining, are required. We received the time & materials from Shenandoah on May 6th. The initial P.O. was issued for \$28,150.00 of which \$14,250.00 was liquidated. The change order for the proposed repairs is \$112,210.00. The total amount of the P.O. to Shenandoah Construction will be \$126,460.00. Public Works is placing an agenda item on the May 16th council agenda for ratification of this purchase order.

Thank you in advance for your consideration.

Approved:



Denied: _____

Ray Liggins
Ray Liggins (May 9, 2024 11:40 EDT)
Raymond C. Liggins, P.E., Village Manager

05/08/24

Date

DATE: May 06, 2024

SUBMITTED TO: Royal Palm Beach, Village of

STREET: 10996 Okeechobee Blvd

CITY, STATE & ZIP: Royal Palm Beach, FL 33411

PHONE: (561) 753-1226

FAX: (561) 791-7075

EMAIL: mcheatham@royalpalmbeach.com

JOB NAME: Sycamore Drive Sink Hole Repair

ATTENTION: Michael Cheatham

PROPOSAL #P34360

We propose to furnish a crew and all necessary equipment to repair sinkhole and replace total of 60LF of CMP as marked on the map in green in 2 separate locations. Backfill and restore area with sod and broken sidewalk per quantities shown at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

125-Mobilization Fee	(at \$300.00 Each)	2 Each	\$600.00
10-6" pump	(at \$35.00 Per Hour)	30 hour(s)	\$1,050.00
96-Foreman	(at \$55.00 Per Hour)	120 hour(s)	\$6,600.00
97-Equipment Operator	(at \$150.00 Per Hour)	120 hour(s)	\$18,000.00
99-Pipe Layer	(at \$37.00 Per Hour)	120 hour(s)	\$4,440.00
98-Laborer	(at \$35.00 Per Hour)	360 hour(s)	\$12,600.00
104-Excavator	(at \$60.00 Per Hour)	120 hour(s)	\$7,200.00
105-Loader	(at \$40.00 Per Hour)	120 hour(s)	\$4,800.00
109-Plate compactor	(at \$15.00 Per Hour)	30 hour(s)	\$450.00
111-Dewatering (wellpoints - 10 days)	(at \$85.00 Per Hour)	240 hour(s)	\$20,400.00
113-Limerock	(at \$50.00 Per Ton)	5 Ton(s)	\$250.00
115-Sidewalk Restoration (4x20)	(at \$25.00 Per Sq.Ft)	80 Sq.Ft	\$2,000.00
120-Floratan sod	(at \$1.50 Per Sq.Ft)	4000 Sq.Ft	\$6,000.00
126-Pass through materials + 10% (pipe, bands, and shoring)	(at \$15,000.00 Estimated)	1 Estimated	\$15,000.00
127-Dump truck w/ driver	(at \$70.00 Per Hour)	80 hour(s)	\$5,600.00
6- 36" to 42" plug install and removal	(at \$10.00 Per. Week)	2 Per. Week	\$20.00
101-Dive crew (install and remove plug into bank)	(at \$450.00 Per Hour)	16 hour(s)	\$7,200.00

Estimated Total:

\$112,210.00

Notes: Rates Reflect piggyback of Broward College Contract RFP-2018-167-EH. Proposal reflects rates to bag, pump down, dewater, shore, and perform point repairs. Proposal does not include removal of trees, or private fencing in the way of pipe repair. Fencing to be removed and replaced by others prior to Shenandoah mobilization. This is an unit price proposal, final bill to be sent with units used.

NOTE: Shenandoah Construction is not an engineering firm nor does it assume responsibility for any engineering design; therefore, we offer this proposal as our professional recommendation and interpretation of what could potentially work for the client or owner needs. By accepting this proposal, the client or owner accepts Shenandoah Construction recommendations to proceed with the work as described above.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

1888 NW 22nd Street
(954) 975-0098



SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Robson Lima

TITLE
Estimator

DATE
05/06/2024

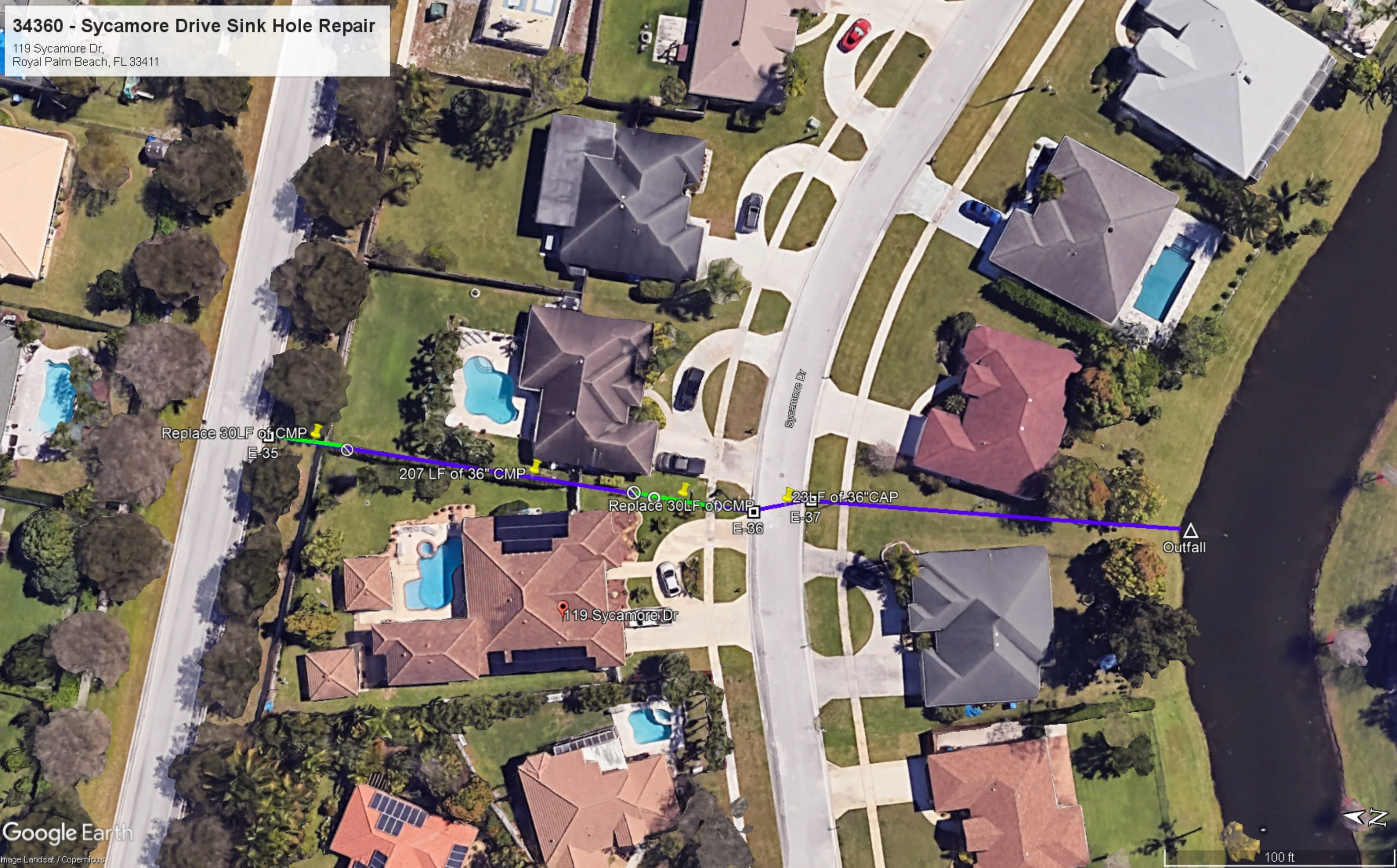
ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



34360 - Sycamore Drive Sink Hole Repair

119 Sycamore Dr,
Royal Palm Beach, FL 33411

Replace 30LF of CMP
E-35

207 LF of 36" CMP

Replace 30LF of CMP
E-36

23 LF of 36" CAP
E-37

Outfall

119 Sycamore Dr



Village of Royal Palm Beach

Purchasing Division
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
(561) 790-5194 / Fax (561) 790-5174

**PURCHASE
ORDER**

NO. 240224

04/16/24

SHIP TO:

SHENANDOAH GEN.CONSTRUCTION
1888 N.W.22ND STREET
POMPANO BEACH, FL 33069

VILLAGE OF ROYAL PALM BEACH
10996 OKEECHOBEE BLVD
ROYAL PALM BEACH, FL 33411

VENDOR NO.		DATE NEEDED		ACCOUNT NO.		CONFIRM TO	
190083		04/30/24		407-3800-538.53-20		STEPHANIE WULFF	
REQUISITIONED BY				REQ. NO.		TERMS	
CSAUNDERS/MCHEATHAM				16057		NET 30	
LINE NO.	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	TOTAL PRICE
1	28150.00	NA	115-117 SYCAMORE DRIVE - BAG PUMP DOWN, CLEAN & TELEWISE ONE (1) 36" LINE TO SEE WHAT'S CAUSING SINK HOLE & MAKE RECOMMENDATION FOR REPAIR. CLEAN TWO (2) LINES TO MAKE SURE THEY ARE FLOWING GOOD. COST: DISPOSAL: \$2,000.00 TV-VAC COMBO: \$19,650.00 JET TRUCK: \$6,500.00 ALL WORK TO BE PERFORMED AS DESCRIBED IN PROPOSAL #P33772, DATED 4/2/24.			1.0000	28150.00
						SUB-TOTAL	28150.00
						TOTAL	28150.00
BILL TO: VILLAGE OF ROYAL PALM BEACH Accounts Payable 1050 Royal Palm Beach Blvd. Royal Palm Beach, Florida 33411				FEDERAL IDENTIFICATION NUMBER 59-1082903			
				FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012530273C-0			

ORDER SUBJECT TO TERMS AND CONDITIONS AS ON REVERSE OR ATTACHED

CONDITIONS OF PURCHASE

- 1 **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as "the Articles") and/or services described on the front side herein. The Buyer's offer to and the Seller's Acknowledgement to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
- 2 **WARRANTY-PRODUCT.** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-214 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
 - (1) Such equipment shall be UL listed as suitable for use in a Commercial application
 - (2) Such equipment shall be provided with three prong heavy duty power cords
 - (3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
 - (A) Illustrations which show locations of controls
 - (B) Explanation of the function of each control
 - (C) Step by step procedure for proper use of appliance
 - (D) Safety precautions (or considerations) in application and in servicing
 - (4) Seller shall provide operator training and instruction by demonstration on the equipment supplied
 - (5) Seller shall provide preventative maintenance and repair instruction to Village employees
 - (6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts
 - (7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
- 3 **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and shall procure and maintain liability insurance, with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$50,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of insurance evidencing the foregoing coverages and limits. (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
- 4 **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof.
(b) Buyer may terminate this order in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.
(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.
- 5 **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.
- 6 **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida.
- 7 **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties.
- 8 The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
- 9 **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.
- 10 **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision, any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the Village must promptly object to the manner of performance.)
- 11 **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
- 12 **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
- 13 **PLACE OF DELIVERY:** The goods shall be delivered to the Village of Royal Palm Beach, Florida, at address as stated on front.
- 14 **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within thirty (30) calendar days of the delivery of goods.
- 15 **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and, provided further, that this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
- 16 **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provision to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
- 17 **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
- 18 The Village of Royal Palm Beach is exempt from FEDERAL EXCISE TAXES. Where tax applies invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed.