



WEST PALM BEACH

Purchasing Department

June 7, 2017

US Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL. 34652

Subject: Supplemental Staff Agreement

Dear Sirs:

Enclosed is an original of the above-referenced document that has been duly executed by the authorized officials of the City of West Palm Beach for your files.

Thank you,

Robin Hewitt
Lead Contract Specialist

cc: File



CITY OF WEST PALM BEACH

SUPPLEMENTAL STAFF AGREEMENT

Contract No: 19260

Provider Name: U.S. Water Services Corporation

Provider Address: 4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Email: EMitchell@uswatercorp.net

Telephone: 727-848-8292

FEI/EIN # 20-0008821

Services: Provider shall provide staffing ("**Supplemental Workers**") on an as-needed basis for the City's Water Treatment Plant and the East Central Regional Water Reclamation Facility for the following job positions:

1. State of Florida Certified "A" Water Treatment Operator
2. State of Florida Certified "B" Water Treatment Operator
3. State of Florida Certified "C" Water Treatment Operator
4. State of Florida Certified "A" Wastewater Treatment Operator
5. State of Florida Certified "B" Wastewater Treatment Operator
6. State of Florida Certified "C" Wastewater Treatment Operator
7. Project Engineer
8. Maintenance Mechanic

The job positions are described in further detail in the City's Invitation for Bid 16-17-119, a copy of which is attached hereto as **Exhibit A**, and incorporated into this Agreement by reference. No minimum amount of Services are guaranteed by this Agreement.

City Procurement: ITB 16-17-119

Special Terms:

1. The City of West Palm Beach Public Utilities Department reserves the right to interview any potential staff and approve or deny placement.
2. Supplemental to Hire: Should an opening for a permanent position within the City come available, the Supplemental Worker may apply for the position. The City reserves the right to hire the Supplemental Worker without any financial obligation to the Provider.
3. Shift: Water Treatment Operators and Wastewater Treatment Operators may be required to work eight (8) or twelve (12) hour shifts.
4. Vacation Pay: If a Supplemental Worker qualifies for a vacation under their employment contract with the Provider, the Supplemental Worker shall give the City two (2) weeks' notice before the start of such vacation. The Provider shall be responsible for any vacation pay due the Supplemental Worker. Additionally, if the assignment is ongoing at the time of the Supplemental Worker's vacation, the Provider shall provide a replacement worker.
5. Overtime: Should any assignment require the Supplemental Worker to work more than forty (40) hours in any given week, the City shall pay an overtime rate equal to 1-1/2 times the agreed upon hourly rate.
6. Provider's Responsibilities:
 - a. Provider(s) shall be responsible for employment screening, testing, evaluations, advertising, recruitment, and disciplinary actions involving any Supplemental Worker under this contract.

Screening and testing procedures used by the Provider must ensure that the required knowledge, skills and abilities, and minimum entrance requirements as detailed Exhibit A are met.

- b. Provider(s) shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distributions of payroll time sheets and checks, for all Supplemental Workers provided under this contract.
- c. Provider(s) shall provide paychecks for Supplemental Workers making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes.
- d. Provider(s) shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.
- e. Provider(s) shall ensure Supplemental Workers report on the specified date at the requested time, to the appropriate user facility, ready to commence work.
- f. Provider(s) shall agree that the City retains the right to reject or stop time on any Supplemental Worker who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who violates any federal, state or local regulation, disrupts the activities of the using agency to which Supplemental Worker is assigned, or for any other reason is considered unacceptable in the judgment of the City.
- g. Provider(s) shall abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.
- h. Provider(s) shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 forms (U.S. Department of Justice, Immigration and Naturalization Service - Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes pertaining to the services specified herein. Provider(s) shall certify in writing that all required documentation is on file in their office, certifying the referrals are eligible for employment in the United States.
- i. Provider(s) must comply with all requirements of the Americans with Disabilities Act.

Location of Services: 1. City of West Palm Beach Water Treatment Plant
2. East Central Regional Water Reclamation Facility

City Department: Public Utilities.

Service Term: ☒ Recurring services: on an As-Needed basis.

Recurring services to be provided through: Three years from the date of execution of this Agreement by the City. The Agreement may be renewed for two additional one (1) year terms upon the mutual written agreement of the parties.

Fees: ☒ Hourly rate as follows:

Job Title	Hourly Rate	Hourly Holiday Rate
1. State of Florida Certified "A" Water Treatment Operator	\$72.00	\$108.00
2. State of Florida Certified "B" Water Treatment Operator	\$65.00	\$97.50
3. State of Florida Certified "C" Water Treatment Operator	\$55.00	\$82.50
4. State of Florida Certified "A" Wastewater Treatment Operator	\$72.00	\$108.00
5. State of Florida Certified "B" Wastewater Treatment Operator	\$65.00	\$97.50
6. State of Florida Certified "C" Wastewater Treatment Operator	\$55.00	\$82.50
7. Project Engineer	\$120.00	\$180.00
8. Maintenance Mechanic	\$60.00	\$90.00

Hourly rates are inclusive of all costs including, but not limited to, the cost of overhead, profit, insurance, taxes, and incidentals. Billing begins at the time the Supplemental Worker arrives on site and checks in to work. The City will not pay for any travel time to and from the site.

Invoice Schedule: ☒ Monthly Invoice

THIS AGREEMENT ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City" or "Utility"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, Provider and City agree as follows:

- 1. Services.** Provider shall provide all equipment, materials and labor necessary to provide the services described above (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames indicated above.
- 2. Fee.** The City shall pay Provider the Fee indicated above (the "Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.
- 3. Invoices.** Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Provider shall provide W-9 or FEIN# to City with first invoice.**
- 4. Payment.** The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.
- 5. Term.** This Agreement shall commence upon full execution by the parties and continue for a term of three (3) years, unless earlier terminated. The City shall execute this Agreement last. This Agreement may be renewed for two (2) additional one (1) year terms upon the execution of a written contract amendment by both parties.
- 6. Representations, Warranties and Covenants of Provider**
 - 6.1 Authority.** Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
 - 6.2 Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
 - 6.3 No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by

Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. Compliance with Laws. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. Independent Contractor. It is specifically understood that Provider is an independent contractor. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

11. Property Rights. Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-contractors.

12. Insurance. Unless waived in writing below by the applicable Department Director, Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

☐ Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

Provider Signature

(c) **Automobile Liability:** Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

☐ Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the ECR Board, the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the ECR Board, the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the ECR Board, the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this

indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty. Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Provider, to the address set forth above.

17. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Agreement.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Provider or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Provider further represents that it is not in

violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider or Provider shall keep and maintain all public records. If Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. If Provider transfers all public records to the City upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Provider, except as authorized by law and specifically authorized by City. If Provider does not transfer the records to the public agency upon completion of the Agreement, Provider shall ensure that exempt and confidential records are not disclosed. Failure of the Provider to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or

unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

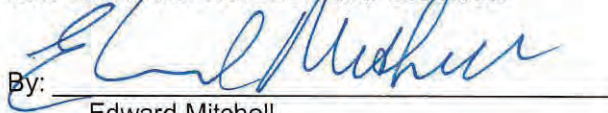
32. Inspector General. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

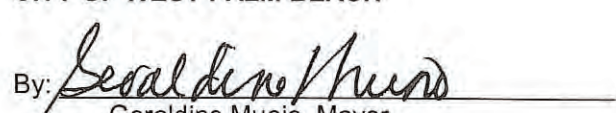
34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

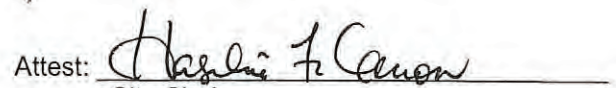
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

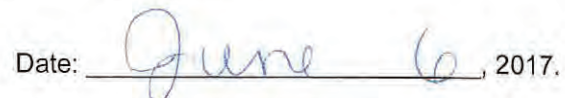
U.S. WATER SERVICES CORPORATION

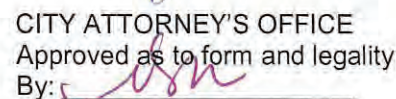
By: 
Edward Mitchell
Vice President & General Manager

CITY OF WEST PALM BEACH

By: 
Geraldine Muoio, Mayor

Attest: 
City Clerk

Date:  2017.

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: 



Purchasing Department



PROCUREMENT DEPARTMENT

401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
561-822-2100
Fax: 561-822-1564

Invitation to Bid ITB 16-17-119

Public Utilities Supplemental Workforce

The City of West Palm Beach is soliciting one or more qualified and responsible vendors to provide, on an as-needed basis, supplemental public utilities operations and support staff. The Contractor(s) selected under this procurement may be awarded separate contracts with the City of West Palm Beach, and/or the East Central Regional Water Reclamation Facility (ECRWRF) under the terms and conditions of this ITB.

Bid documents may be acquired electronically and free of charge by logging onto the City's Procurement Department's website at:

<http://wpb.org/Departments/Procurement/Solicitations/Bids-List>

Hard copies of bid documents may also be acquired from the Procurement Department at **401 Clematis Street, Third Floor, West Palm Beach, Florida 33401 – (561) 822-2100.**

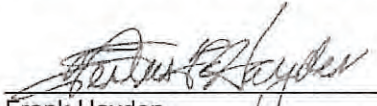
Time is of the essence and any proposal received after **3:00 p.m. on April 12, 2017**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Department. **Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received.** Offerors are responsible for insuring that their bid is stamped by Procurement office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of West Palm Beach
Procurement Department
Nathaniel Rubel, Procurement Supervisor
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID 16-17-119.

IMPORTANT: Contact by a Contractor, or anyone representing a Contractor, regarding this ITB with the WPB Mayor, any WPB Commissioner, Officer, City employee, ECR Board Member, ECR Board alternate Member, Commissioner or Official of the governing body of any ECR Member, or any Officer or Employee of any ECR Member, other than an employee of the WPB Procurement Department, is grounds for disqualification. Contact with the WPB Procurement Department is for clarification purposes only.


Frank Hayden
Director of Procurement

Publish Date: March 10, 2017

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SECTION 1 – SCOPE OF WORK

Introduction:

The Public Utilities Department is responsible for the Water Treatment Plant, the East Central Regional Water Reclamation Facility (ECRWRF), and the reclaimed water systems. This includes operation and maintenance of all the water lines, fire hydrants, pump stations, sewer lines, and lift stations in our service area.

The Department supports wastewater and water laboratories which are HRS certified and NELAC certified for a range of parameters. Other services provided include billing, customer service, the Mayor's Response Team, dispatch, and a fiscal and administrative services division. In addition, the Department electricians maintain all six stormwater pump stations and the Water Resources Division restores and maintains approximately 25 square miles of preserves along with 25 linear miles of canals and berms, and the City's reservoirs - Lake Mangonia and Clear Lake.

The East Central Regional Water Reclamation Facility (ECRWRF) is a 70 million gallons per day (mgd) conventional activated sludge secondary treatment plant. The ECRWRF has a five member Board with representatives from each member utility; The City of West Palm Beach, Riviera Beach, Lake Worth, Town of Palm Beach, and Palm Beach County. The City of West Palm Beach Public Utilities has the operation and maintenance responsibility for the facility. Portions of the plant's secondary effluent are discharged to a high-level disinfection facility capable of delivering 22 mgd to meet industrial cooling water demands at the Florida Power and Light West County Energy Center. The balance of secondary effluent is discharged to deep injection wells.

Background:

The Water Treatment Plant and ECRWRF are undergoing multiple major construction projects which cause for alternative operational strategies and monitoring. This along with a high turnover rate, pending retirements, and a staff in which the majority are trainees; the City of West Palm Beach is seeking supplemental certified operators to help maintain regulatory compliance and assist with various operational projects.

Scope of Work:

The City of West Palm Beach is requesting additional State of Florida certified water and wastewater treatment operators, engineering and office staff, and other skilled positions. The additional operators would work alongside and in some instances supervise current operations staff. The City of West Palm Beach Public Utilities Department is requesting unit price per hour for each position listed below:

Operations: *Operations supplemental staff will be required to work 12 hour shifts

1. State of Florida Certified "A" Water Treatment Operator
2. State of Florida Certified "B" Water Treatment Operator
3. State of Florida Certified "C" Water Treatment Operator
4. State of Florida Certified "A" Wastewater Treatment Operator
5. State of Florida Certified "B" Wastewater Treatment Operator
6. State of Florida Certified "C" Wastewater Treatment Operator

Engineering and Office Staff:

7. Secretary
8. Project Engineer
9. Customer Service Representative
10. Customer Relations Specialist

Skilled Staff:

11. Maintenance Mechanic
12. Utilities Electrician
13. Utilities Controls Technician
14. Laboratory Technician I
15. Laboratory Technician II
16. Laboratory Technician III

17. Heavy Equipment Operator
18. Maintenance Worker
19. Meter Service Technician I
20. Meter Service Technician II
21. Meter Service Technician III
22. Utility Locator

The City of West Palm Beach Public Utilities Department reserves the right to interview any potential staff and approve or deny placement. The City reserves the right to request additional staff for utility related positions not specifically mentioned in this ITB.

Supplemental to Hire:

Should an opening for a permanent position within the City come available, the supplemental worker may apply for this position. The City reserves the right to hire this supplemental worker without any financial obligation to the Contractor.

Vacation Pay:

If a supplemental worker qualifies for a vacation under their employment contract with the Contractor, that employee will give the City two (2) weeks' notice before the start of such vacation. The Contractor shall be responsible for any vacation pay due the employee. Additionally, if the assignment is ongoing at the time of employee's vacation, the contractor will provide a replacement employee.

Overtime:

Should any assignment require the supplemental employee to work more than forty (40) hours in any given week, the City shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in the contractor's bid.

Contractor Responsibilities:

1. Contractor(s) shall be responsible for employment screening, testing, evaluations, advertising, recruitment, and disciplinary actions involving any supplemental contracted personnel under this contract. Screening and testing procedures used by the contractor must ensure that the required knowledge, skills and abilities, and minimum entrance requirements as detailed in the bid specifications are met.
2. Contractor(s) shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distributions of payroll time sheets and checks, for all supplemental contracted personnel provided under this contract.
3. Contractor(s) shall provide paychecks for supplemental contracted personnel making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes.
4. Contractor(s) shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.
5. Contractor(s) shall ensure employees report on the specified date at the requested time, to the appropriate user facility, ready to commence work.
6. Contractor(s) shall agree that the City retains the right to reject or stop time on any supplemental contracted personnel who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who violates any federal, state or local regulation, disrupts the activities of the using agency to which supplemental contracted personnel is assigned, or for any other reason is considered unacceptable in the judgment of the using agency.
7. Contractor(s) shall abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.

8. Contractor(s) shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 forms (U.S. Department of Justice, Immigration and Naturalization Service - Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes pertaining to the services specified herein. Contractor(s) shall certify in writing that all required documentation is on file in their office, certifying the referrals are eligible for employment in the United States.
9. Contractor(s) must comply with all requirements of the Americans with Disabilities Act.

It is specifically understood that Provider of supplemental worker(s) is an independent contractor. If Provider is an individual: (i) Provider is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. If Provider is a business firm: (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

Job Descriptions

Operations

1. State of Florida Certified "A" Water Treatment Operator (Water Plant Operator III)

Summary: Under limited supervision, oversees and performs a variety of complex duties to ensure a safe and adequate supply of water in accordance with City, federal and state standards; and performs related duties as assigned.

Essential Functions: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

An employee in this class performs complex technical and skilled work to provide safe, potable water for The City of West Palm Beach and its environs. This is done through the operation and minor maintenance of water treatment plant, water storage tanks, pump stations and associated facilities. Work involves collecting water lab samples, performing required analysis and tests; checking chlorinators and other plant machines and equipment; and reading meters, gauges and dials. Work also involves monitoring potable water levels in ground storage tanks. Employee is responsible for maintaining records of readings, making more complex adjustments and minor repairs to equipment and fixtures as required, and maintaining accurate records. Employee may also assist in training and coordinating the work of lower-level Water Plant Operators. Employee must exercise independent judgment and initiative in completing assignments. Employee must also exercise tact and courtesy in frequent contact with co-workers and supervisors.

Duties and Responsibilities: *(Which are not in any hierarchical order)*

1. Monitors SCADA equipment and maintains proper surveillance of all plant processes, equipment and controls to ensure efficient operation of the plant.
2. Monitors process variables, making changes as determined by flow, controls, instrumentation analysis, calculations, and visual observations; calibrates equipment; adds chemicals; monitors and participates in shut-downs and start-ups of equipment as directed.
3. Reviews logs and notes to evaluate condition of water plant at beginning of shift.
4. Collects and analyzes water samples from a variety of sources on a regularly scheduled basis or upon request.

5. Adjusts or recalibrates laboratory equipment, chemical feeds, and pressures based on water sample analysis.
6. Monitors, adjusts and cleans filter system to ensure proper functioning.
7. Monitors and performs routine preventive maintenance of equipment and cleaning of chemical rooms.
8. Maintains supplies, chemicals and parts, and ensures that related paperwork and invoices are processed.
9. Uploads chemicals from tanker trucks, filling tanks as necessary.
10. Assists in performing preventive and emergency maintenance on equipment.
11. Performs regular inspections of the plant, facilities, pump stations, storage tanks and supporting equipment to ensure proper operating condition at all times; maintains detailed records of findings concerning conditions and status or state of all equipment in assigned area.
12. Logs information associated with water plant status per shift assignment(s) to include, but not limited to: production log sheets/books, filters operations log sheet/books, treatment operations log sheets/books, sludge processing log sheet/book, and other application log books applicable to the Public Water Supply System journal.
13. Performs related work as required.

Knowledge, Skills, and Abilities:

- Considerable knowledge of water operational systems, principles and practices.
- Considerable knowledge of City, federal and state rules, regulations, practices and procedures related to the operation and administration of water systems.
- Considerable knowledge of occupational hazards, health, safety and environmental policies, precautions, and procedures associated with water plant operations and related activities.
- Knowledge of recordkeeping and file maintenance practices and procedures.
- Working knowledge of chemistry as applied to water treatment.
- Ability to use computer system(s) operated by the City and department for monitoring plant and distribution system operations, including computerized maintenance management systems (CMMS); preparing, completing and closing work orders as required.
- General knowledge of asset management procedures and processes; best business practices for water treatment plant operation.
- Skill in safely responding to health, safety, and environmental incidents or emergencies.
- Skill in safely maintaining and operating water plant systems, equipment and machinery.
- Skill in the safe use of hazardous chemicals.
- Skill in utilizing verbal and written communication and the ability to keep accurate records in the development and preparation of reports and presentations.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

Physical Requirements and Work Environment: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the operation and inspection of facilities and equipment, with the ability to detect mechanical or operational problems. There is frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

Minimum Qualifications: High school diploma or GED supplemented by vocational and/or technical training in water treatment plant operations, biology, chemistry, or bacteriology and five (5) years experience involving water plant operations and equipment maintenance, or any equivalent combination of training and experience. Associate degree in biology, chemistry, science or related field, preferred. Must possess and maintain State of Florida Department of Environmental Protection Water Treatment certification, Class A. A valid Florida driver's license and CDL is required. A valid driver's license from any state (equivalent to a State of Florida Class E) may be utilized upon application; with the ability to obtain the State of Florida driver's license within 30 days from day of appointment

2. State of Florida Certified "B" Water Treatment Operator (Water Plant Operator II)

Summary:

Under limited supervision, oversees and performs a variety of complex duties to ensure a safe and adequate supply of water in accordance with City, federal and state standards; and performs related duties as assigned.

Essential Functions: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

An employee in this class performs responsible technical and skilled work in the operation and minor maintenance of water treatment plant, water storage tanks, pump stations and associated facilities. Work involves performing required analysis and tests; checking chlorinators and other plant machines and equipment; and reading meters, gauges and dials. Work also involves monitoring potable water levels in ground storage tanks. Employee is responsible for maintaining records of readings, making chemical adjustments, maintaining accurate records, and maintaining equipment and fixtures as required. Employee must exercise independent judgment and initiative in completing assignments. Employee must also exercise tact and courtesy in frequent contact with co-workers and supervisors.

Duties and Responsibilities: *(Which are not in any hierarchical order)*

1. Reviews logs and notes to evaluate condition of water plant at beginning of shift.
2. Monitors computer SCADA equipment to ensure efficient plant operation; maintains pump status and reservoir levels.
3. Collects and analyzes water samples from a variety of sources on a regularly scheduled basis or upon request.
4. Monitors and maintains proper surveillance of all plant processes, equipment and controls to ensure efficient operation of the plant, pump stations and storage tanks.
5. Adjusts or recalibrates laboratory equipment, chemical feeds, and pressures based on water sample analysis.
6. Monitors, adjusts and cleans filter system to ensure proper functioning.
7. Performs regular shift inspections of the plant, facilities, and supporting equipment to ensure proper operating condition at all times; maintains detailed records of findings.
8. Monitors and performs routine preventive maintenance of equipment and cleaning of chemical rooms.
9. Inventories, orders, and receives supplies.
10. Uploads chemicals from tanker trucks and stores in bulk storage tanks; fills day tanks as necessary.
11. Prepares and submits required records, logs and reports.
12. Assists in performing preventive and emergency maintenance on equipment.

KNOWLEDGE, SKILLS AND ABILITIES:

- General knowledge of water treatment operational systems.
- Knowledge of City, federal and state rules, regulations, practices and procedures related to the operation and administration of water systems.
- Knowledge of health, safety and environmental policies, precautions, and procedures.
- Knowledge of chemistry as applied to water treatment.
- Knowledge of recordkeeping and file maintenance practices and procedures.
- Ability to recognize breakdowns in water treatment plant equipment.
- Ability to use computer system(s) operated by the City and department for monitoring plant and distribution system operations, including computerized maintenance management systems (CMMS); preparing, completing and closing work orders as required.
- Ability to exercise independent judgment in making decisions and coordinating the proper operation of equipment to produce water.
- Skill in safely responding to health, safety, and environmental incidents or emergencies.
- Skill in safely maintaining and operating water plant systems, equipment and machinery.
- Skill in the safe use of hazardous chemicals.
- Skill in utilizing verbal and written communication in the development of reports and presentations.

- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the operation and inspection of facilities and equipment, with the ability to detect mechanical or operational problems. There is frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma or GED supplemented by vocational and/or technical training in water treatment plant operations, biology, chemistry, or bacteriology and three (3) years experience involving water plant operations and equipment maintenance, or any equivalent combination of training and experience. Associate degree in biology, chemistry, science or related field, preferred. Must possess and maintain State of Florida Department of Environmental Protection Water Treatment certification, Class B. A valid Florida driver's license and CDL is required. A valid driver's license from any state (equivalent to a State of Florida Class E) may be utilized upon application; with the ability to obtain the State of Florida driver's license within 30 days from day of appointment.

3. State of Florida Certified "C" Water Treatment Operator (Water Plant Operator)

Summary:

Under limited supervision follows a defined training program in water treatment to a certified operator, performs daily tasks and maintenance of the water facility, and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Receives training assignments from the Lead Operator.
2. Checks the condition of the water plant at the beginning of the assigned shift by reviewing logs and notes.
3. Assists or performs analysis of incoming water and outgoing water to ensure proper quality.
4. Make adjustments necessary to maintain quality as directed.
5. Checks levels of sludge thickener to ensure consistent feed of sludge waste polymer.
6. Checks the depth of sludge in the basins to ensure proper levels are maintained.
7. Performs regular tests for leaks of chlorine and other dangerous chemicals.
8. Backwashes filters to ensure proper filtration by removing trapped particulate.
9. Observes, trains, and assists in performing preventive and emergency maintenance on equipment.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of water systems.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining water systems equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of water systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating water systems machinery in a safe and capable manner.
- Skill in using hand and power tools.
- Skill in the proper use of hazardous chemicals.
- Ability to obtain and maintain required certification as a water plant operator.
- Ability to follow oral and written instructions.
- Ability to follow safety practices and recognizes hazards.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves performing moderate work in all types of weather. There is occasional need to stand, stoop, walk, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and one (1) year related experience, or any equivalent combination of training and experience. Must possess State of Florida Water Treatment Plant Operator Class C certification. A valid Florida driver's license, required.

4. State of Florida Certified "A" Wastewater Treatment Operator (Wastewater Plant Operator III)

SUMMARY:

Under limited supervision, performs a variety of duties to provide for the proper treatment of wastewater in accordance with federal, state, and local standards; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are not in any hierarchical order)*

1. Monitor and observe plant operating conditions, monitor plant SCADA system, record observations and data in shift log, and follow process control procedures for assigned areas.
2. Collect water, wastewater, and sludge samples from various plant locations, perform designated laboratory procedures, and calibrate laboratory equipment as required.
3. Adjust chemical feeds as necessary based on the results of sample analysis.
4. Monitor and adjust wastewater treatment equipment (e.g., pumps, mixers, blowers, etc.) to ensure proper functioning.
5. Monitor and adjust sludge dewatering process equipment, including belt filter presses, gravity belt thickeners, conveyer belt systems, and associated equipment.
6. Perform regular tests for leaks of chlorine and other dangerous chemicals to ensure safe and adequate levels.
7. Perform routine maintenance and cleaning of plant equipment.
8. Assist in the training activities of wastewater plant operators and trainees.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of wastewater treatment.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining wastewater treatment equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of wastewater systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating wastewater systems machinery.
- Skill in the proper use of hazardous chemicals.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to follow safety practices and recognizes hazards.
- Ability to obtain and maintain required certification as a wastewater operator.
- Ability to follow oral and written instructions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the inspection of facilities and equipment. There is a frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School Diploma or GED required, Associates Degree preferred and five (5) years related experience, or any equivalent combination of training and experience. State of Florida Wastewater Operator license "A" is required.

5. State of Florida Certified "B" Wastewater Treatment Operator (Wastewater Plant Operator II)

SUMMARY:

Under limited supervision, performs a variety of duties to provide for the proper treatment of wastewater in accordance with federal, state, and local standards; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are not in any hierarchical order)*

1. Monitor and observe plant operating conditions, monitor plant SCADA system, record observations and data in shift log, and follow process control procedures for assigned areas.
2. Collect water, wastewater, and sludge samples from various plant locations, perform designated laboratory procedures, and calibrate laboratory equipment as required.
3. Adjust chemical feeds as necessary based on the results of sample analysis.
4. Monitor and adjust wastewater treatment equipment (e.g., pumps, mixers, blowers, etc.) to ensure proper functioning.
5. Monitor and adjust sludge dewatering process equipment, including belt filter presses, gravity belt thickeners, conveyer belt systems, and associated equipment.
6. Perform regular tests for leaks of chlorine and other dangerous chemicals to ensure safe and adequate levels.
7. Perform routine maintenance and cleaning of plant equipment.
8. Assist in the training activities of wastewater plant operators and trainees.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of wastewater treatment.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining wastewater treatment equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of wastewater systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating wastewater systems machinery.
- Skill in the proper use of hazardous chemicals.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to follow safety practices and recognizes hazards.
- Ability to obtain and maintain required certification as a wastewater operator.
- Ability to follow oral and written instructions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the inspection of facilities and equipment. There is a frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School Diploma or GED required, Associates Degree preferred and three (3) years related experience, or any equivalent combination of training and experience. State of Florida Wastewater Operator license "B" is required.

6. State of Florida Certified "C" Wastewater Treatment Operator (Wastewater Plant Operator I)

SUMMARY:

Under limited supervision, performs a variety of duties to provide for the proper treatment of wastewater in accordance with federal, state, and local standards; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Monitor and observe plant operating conditions, monitor plant SCADA system, record observations and data in shift log, and follow process control procedures for assigned areas.
2. Collect water, wastewater, and sludge samples from various plant locations, perform designated laboratory procedures, and calibrate laboratory equipment as required.
3. Adjust chemical feeds as necessary based on the results of sample analysis.
4. Monitor and adjust wastewater treatment equipment (e.g., pumps, mixers, blowers, etc.) to ensure proper functioning.
5. Monitor and adjust sludge dewatering process equipment, including belt filter presses, gravity belt thickeners, conveyer belt systems, and associated equipment.
6. Perform regular tests for leaks of chlorine and other dangerous chemicals to ensure safe and adequate levels.
7. Perform routine maintenance and cleaning of plant equipment.
8. Assist in the training activities of wastewater plant operators and trainees.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of wastewater treatment.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining wastewater treatment equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of wastewater systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating wastewater systems machinery.
- Skill in the proper use of hazardous chemicals.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to follow safety practices and recognizes hazards.
- Ability to obtain and maintain required certification as a wastewater operator.
- Ability to follow oral and written instructions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the inspection of facilities and equipment. There is a frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High school diploma or GED from an institution recognized by the Florida Department of Education, and one (1) year related experience, or any equivalent combination of training and experience. State of Florida Wastewater Operator license "C" is required.

A valid State of Florida driver's license is required. A valid driver's license from another state (equivalent to the State of Florida Class E driver's license) may be utilized upon application with the ability to obtain the State of Florida driver's license within 30 days from date of employment.

Engineering and Office Staff

7. Secretary

SUMMARY:

Under limited supervision, performs a variety of secretarial and clerical functions for one or more staff/management personnel following established procedures and practices; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Greets the public; answers, screens, directs or refers incoming calls, mail and visitors.
2. Logs, routes to appropriate authority or handles citizen complaints.
3. Screens and schedules appointments.
4. Composes, types, transcribes, and edits a variety of correspondence, reports, memoranda, and other material from written draft or dictation.
5. May transcribe minutes and dictation requiring the understanding of complex terminology.
6. Plans, schedules, composes agenda, attends and takes minutes of committee meetings, hearings and conferences.
7. Prepares purchase orders; maintains inventories, and orders office supplies and materials.
8. Maintains, tracks, and processes invoices and budgetary expenditures.
9. Prepares and records liens and satisfactions.
10. Prepares budgetary information and spreadsheets.
11. Sets up and maintains manual and automated filing systems.
12. Processes a variety of human resources documents including hiring requisitions, appraisals, promotions, attendance records and payroll input forms.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the City's governmental organization, policies and procedures.
- Knowledge of general office procedures, methods and equipment.
- Knowledge of public relations/customer service principles, practices and techniques.
- Knowledge of a variety of computer software, including word-processing, spreadsheet, and presentation applications.
- Knowledge of basic accounting or business practices and methods.
- Skill in typing, word-processing and dictation.
- Skill in operating a variety of office equipment, including personal computers, telephones, calculators, computer terminals, dictaphone, and typewriters.
- Skill in preparing and maintaining accurate records, reports, and files.
- Skill in handling and prioritizing multiple projects.
- Skill in coordinating calendars, appointments, room assignments, etc.
- Skill in understanding and following oral and written directions.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to establish cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

Work involves light work in an office setting. There is frequent need to stand, stoop, walk, sit, occasionally lift light objects (up to 25 pounds) and perform other similar actions during the course of the through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS:

High school diploma from an institution recognized by the Florida Department of Education, or GED, and three (3) years of clerical or office experience, or any equivalent combination of training and experience.

A current and valid Florida driver's license and a State of Florida Notary Public may be required depending upon the area of assignment.

8. Project Engineer**SUMMARY:**

Under limited supervision, performs professional engineering services; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Performs professional engineering services for the design of various projects within the City to include paving, drainage, sanitary, street lighting, traffic systems, construction projects, and capital improvement projects.
2. May supervise City staff or outside consultants providing the services of design review, construction, and inspection of projects.
3. Meets with developers, representatives from other agencies, and City staff to resolve issues related to the design and construction of projects to ensure projects meet the requirements of the City's standards and specifications.
4. Performs engineering studies and calculations related to assigned area of responsibility.
5. Manages and monitors contracts with outside consultants and contractors.
6. Reviews and approves construction plans, reports and studies.
7. Meets with, responds to, and resolves community and organizational questions related to design of projects.
8. Authors and edits technical specifications, contract documents, and cost estimates. Performs analysis of costs for projects.
9. Reviews, approves and processes change orders for projects.
10. Prepares status reports on design projects.
11. Reviews and modifies contract documents including schedule of bid items. Evaluates and approves contractor pay requests.
12. Visits construction sites to observe progress and quality of projects under construction projects.
13. Drafts City Commission Agenda Items for management review and approval.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of principles and techniques of supervision, budgeting and project management.
- Knowledge of standard engineering practices.
- Knowledge the principles of mathematics.
- Knowledge of surveying, mapping, cost estimating, construction design, and contract negotiation.
- Knowledge of city standards and specifications for design and construction projects.
- Skill in analyzing complex issues and developing and implementing an appropriate response.
- Skill in interpreting engineering construction plans, specifications and contract documents.
- Skill in responding appropriately to issues and concerns voiced by contractors and the community.
- Skill in analyzing and evaluating information accurately, and in expressing ideas clearly, when providing oral or written reports and recommendations.
- Skill in assigning and monitoring the work of City staff and monitoring contractors.
- Skill in inspecting construction projects for compliance with specifications and codes.
- Skill in using general office equipment such as computers, fax, copier, calculator and phone.
- Skill in interpreting and negotiating professional service and construction contracts.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves sedentary to light work in an office setting. There is frequent need to sit, talk or hear, stand, walk, use hands to finger, handle or feel, reach with hands and arms and lift light items (up to 10 pounds). There is occasional need to perform work outdoors with exposure to weather when performing on-site inspections of projects. There is occasional need to climb or balance, stoop, kneel, crawl, or crouch and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol-free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Civil Engineering or related field and Engineer in Training Certificate from the State of Florida, or any equivalent combination of training and experience. A valid Florida driver's license.

9. Customer Service Representative

SUMMARY:

Under limited supervision, this position provides constant customer support for all aspects of utility accounts; activates, updates, and closes accounts; maintains paperwork and mainframe database for customer accounts records; heavy interaction with internal and external customers which requires understanding, influencing and cooperation from the work group and the chain of command. Impact within City's utilities service area; may perform other duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the American with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of the class.)*

DUTIES AND RESPONSIBILITIES: *(which are not in any hierarchical order)*

1. Heavy interaction with internal and external customers via telephone and in person to open and close customer utility accounts; using some judgment according to approved procedures to calculate deposits, charges and credits; prepares customer application, certificates of deposit, official receipts and other paperwork required for computer input to maintain mainframe database to assure accurate customer account billing.
2. Researches and resolves concerns with billing questions, delinquent collections, deposits, returned checks, inspections and maintenance; uses judgment in issuing work orders for inspections, according to understanding from customer on account issues. Customer impact extends beyond the city limits.
3. Heavy interaction with city wide internal and external customers via telephone and in person regarding updates and maintenance of mainframe computer data and hard copy files, work orders, logs, and reports associated with various customer service business transitions.
4. Dispatches assignments to outside personnel via two-way radio.
5. Generates, completes and maintains historical information for appropriate customer service records retention.
6. Tracks and monitors, via computer and reports work assignments within the department to ensure completion of same.

KNOWLEDGE SKILLS AND ABILITIES:

- Knowledge and skills in using effective customer service practices.
- Knowledge of bookkeeping or basic accounting methods.
- Knowledge of payment processing and receipt processing procedures.
- Skill in using computer and specialized software applications for customer accounts.
- Skill in using common office machinery and equipment.
- Skill in using mathematical computations used in accounting.
- Skill in both verbal and written communications.
- Skill in following written and oral instructions.
- Ability to establish and maintain effective working relationships with internal and external customers, inside and outside the work group.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves sedentary to light work in an office setting. There is frequent need to stand, stoop, walk, sit, lift light objects (up to 10 pounds) and perform other similar actions during the course of the workday. The city of West Palm Beach promotes a drug/free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School diploma or GED and 2 years customer service experience in a related field, or any equivalent combination of training and experience.

10. Customer Relations Specialist

SUMMARY:

Under limited supervision, provides positive customer relations by assisting in difficult customer situations with regards to citizen's concerns and requests; monitors computer and radio systems to ensure public utilities functions are working properly; interacts with customers to rectify complaints; dispatches work crews to undertake necessary repairs or services; documents task accomplishments and prepares reports on system and repair activities; manages telephone inquiries from all City Departments, with the exception of fire and police, after normal duty hours.; may perform related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are not in any hierarchical order)*

1. Answers telephones, asks relevant questions and directs phone calls to other departments or agencies or inputs issues in the City's 311 Action System.
2. Monitors and logs all communications, enters information on forms and computer equipment, and prepares reports as needed. Keeps tracking log of all requests for information and services.
3. Researches and responds to citizens requests for information and services. Processes and sends out follow up cards to customers and follows up daily with citizens and department heads.
4. Using radio and telephone equipment, dispatches public works field personnel, including emergency repair crews as requested by public works supervisors, the public or other City of West Palm Beach departments.
5. Monitors computer telemetry systems, security systems, nature center's security system, and alerts response personnel to alarms.
6. Facilitates response to emergency and critical matters as reported.
7. Responds to after-hours customer service inquires and coordinates service response with appropriate division and interacts with City's customer information system.
8. Assigns all types of work orders to field personnel, and provides assistance in locating underground utilities on systems maps.
9. Monitors weather and advises crews of storms or other weather conditions using weather tracking system.
10. Maintains knowledge of health department regulations pertaining to sewage spills for boil water notification.
11. Attends job related training courses to improve and/or enhance job performance, including training to effectively handle after-hours customer service functions.
12. Observes standard operating procedures and safety practices.
13. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to handle special projects of diverse nature as assigned.
- Ability to interface effectively with the general public to solve customer concerns.
- Ability to organize work and to determine priorities.
- Ability to problem solve and make decisions.
- Ability to communicate effectively orally and in writing.
- Ability to demonstrate good listening skills.
- Ability to establish and maintain effective working relationships with supervisors, peers, employees, and members of the general public.

- Ability to learn monitoring communications, telemetry and weather equipment.
- Ability to learn the use of two way radio operations, radio ten signals and various telecommunication devices.
- Ability to learn utilities operations and computer related software.
- Ability to work effectively under stressful situations.
- Ability to work independently or in a team atmosphere.
- Ability to work night/day shifts and during emergency situations.
- Skills in customer service, human relations and communications.
- Skills in recording information accurately.
- Skills in the basic capabilities and functions of data input application software.
- Skills in using general office equipment such as telephone, fax, duplicating machines, copiers and computers.
- Skills in record keeping.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves detailed concentration for long periods of time in a modified office environment. There is a frequent need to sit, talk or hear, use hands to finger or type, close and color vision required during the course of the workday. There may be occasional need for light lifting. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing. This position may also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving record.

MINIMUM QUALIFICATIONS: High School diploma, or GED and two (2) years telecommunications customer service experience, customer relations experience, or related field, or any equivalent combination of training and experience. Experience in utilities customer service, preferred. Ability to type at least 25 wpm. A valid Florida driver's license is required.

Skilled Staff

11. Maintenance Mechanic

SUMMARY:

Under close supervision, performs duties associated with repairing and maintaining wastewater collection and water distribution systems, City park amenities or City athletic fields, performs duties associated with the installation, troubleshooting and maintenance of irrigation equipment, systems and small pumps; and performs related duties as assigned. This position may lead a small crew of workers.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics). This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are not in any hierarchical order and may vary based on assignment)*

1. Determines type and quantities of materials required to perform and complete job assignments and arranges for timely delivery to job sites.
2. Inspects parks grounds, athletic fields, and buildings to determine need for repairs or preventative maintenance.
3. Inspects playground equipment to determine compliance with ADA (Americans with Disabilities Act) and OSHA (Occupational Safety and Health Association) Standards and other safety codes. Repairs equipment, as required.
4. Performs minor repairs to parks buildings such as painting, caulking, repairing drywall, installing drop ceilings and rewiring lighting fixtures. Paints and repairs park entry signs.
5. Locates, excavates and repairs or replaces damaged or malfunctioning equipment.
6. Repairs and maintains water distribution and wastewater collection systems.
7. Repairs and replaces valves, fire hydrants, water service lines, sewer lines, manholes, air release valves and structures.

8. Participates in water distribution and metering system repair and installation of mains, pipelines, meters, hydrants, valves, curb stops and related system components.
9. Prepares road and applies asphalt when construction is complete. Sets road base to proper compacting and sets asphalt.
10. Repairs sidewalks and driveways and finishes concrete as required.
11. Maintains ponds and lake fountains to include removing debris.
12. Maintains athletic fields (grass and clay) to include lining, mowing, fertilizing, watering, packing mounds and repairing sod.
13. Operates a pressure washer to maintain sidewalks and concrete areas.
14. Operates trucks and construction and maintenance equipment as necessary to complete work projects; checks equipment for proper servicing, operation and safety and reports defects to supervisor; maintains inventory of tools and equipment.
15. Installs street barricades and cones prior to the performance of construction and repair activities; direct and control traffic around work sites.
16. Maintain records related to particular area of assignment; may input and recall information into a computer terminal.
17. Delivers and sets up equipment for special events.
18. Uses acetylene torches, welding equipment, electrical and gas powered hand tools, manual hand tools, and pressure washer in the performance of duties.
19. Responds to questions from the public regarding field or parks condition and status of repairs.
20. Observes standard operating procedures and safety practices.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of operational characteristics of fire hydrants, valves and water meters.
- Knowledge of tools and mechanical equipment used in maintenance and repair work.
- Knowledge of Federal, State and local laws, and standards governing area of responsibility.
- Knowledge of safe shoring and trenching practices.
- Skill in using and operating hand tools, mechanical equipment, and power tools and equipment required to work in a safe and efficient manner.
- Skill in operating bobcats and five-gang mower when assigned to grounds work.
- Skill in performing basic carpentry, electrical and welding duties when assigned to parks maintenance.
- Skill in reading engineering drawings or blueprints.
- Skill in identifying unsafe conditions and taking corrective action.
- Skill in troubleshooting and assessing problems and determining most effective method of repair.
- Skill in communicating effectively with others.
- Skill in dealing effectively with the general public.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves considerable physical activity in an outdoor setting. There is frequent need to walk, stand, reach with hands and arms, use the hands to finger, handle or feel, stoop, kneel, crouch or crawl, climb or balance and lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. Work involves occasional need to sit, talk or hear, taste or smell. The City of West Palm Beach promotes a drug/alcohol-free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School diploma or GED and two (2) years experience in the repair and maintenance of water distribution systems, wastewater collection systems, pumping systems, irrigation systems, facilities maintenance, or any equivalent combination of training and experience. Valid Class "D" Florida driver's license, and a Commercial Driver's license, Class B may be required depending upon area of assignment.

12. Utilities Electrician

SUMMARY:

Under limited supervision, maintains the electrical and instrumentation systems at the water and wastewater treatment plants and lift stations; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Provides maintenance and required repairs on electrical systems in water and wastewater treatment plants and lift stations including 4160 volt switch gear, radio controlled and computerized motor controls and programmable controllers and other related electrical equipment.
2. Orders replacement parts and equipment.
3. Performs record keeping and maintains files on work performed and schedule for maintenance or repair.
4. May assist in the installation of electrical conduit, wire systems, motor components and related electrical devices.
5. Observes standard operating procedures and safety practices.
6. Responds to emergency calls for service on a call-out basis and works outside normal working hours as needed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of electrical circuits.
- Knowledge of wastewater collection and operation, wastewater and utilities facilitates construction and maintenance, and related rules, regulations, ordinances and laws.
- Knowledge of proper use of tools and safety practices.
- Knowledge of City policies and procedures.
- Knowledge of machinery, pumps and motors.
- Knowledge of occupational hazards and necessary safety precautions applicable to maintenance and repair of electrical equipment and circuitry.
- Skill in responding quickly to critical situations, and carry out work assignments as instructed.
- Skill in reading and interpreting schematics and blueprints.
- Ability to install, troubleshoot, repair and operate electronic and electrical equipment and related circuitry, computers, and other related equipment.
- Ability to communicate effectively orally and in writing and to effectively operate two way radio.
- Ability to establish and maintain cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves standing, walking long distances, stooping, kneeling, crouching, or crawling, and reaching with hands and arms. The employee may also be required to sit, climb or balance, grasp, push and pull. The employee is exposed to outside elements, and must be able to work below ground levels, climb, and run. Work requires light to heavy lifting. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing. This position will also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving record.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and four (4) years experience as an industrial electrician, or any equivalent combination of training and experience. A Journeyman Electricians' license or higher level and a valid Florida driver's license are required.

13. Utilities Controls Technician

SUMMARY:

Under limited supervision, repairs, installs, and provides preventive maintenance service of electronic instruments and automation systems including pneumatic and hydraulic systems; utilities and is familiar with the computerized maintenance system; may lead a team of technicians to provide services throughout the Utilities Department, coordinates jobs and tasks of personnel; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Plans, assigns, and coordinates installation, maintenance, calibration, testing and repair work on the electronic instrumentation, hydraulic and pneumatic, and automation systems of the treatment plants and lift stations.
2. Provides assistance to install, start-up, modify, and maintain computer hardware and software in the utilities department.
3. Creates upcoming work orders via the computer system, and tracks and updates status of work orders, and generates required reports.
4. Evaluates proposals, drawings and specifications for instrumentation and telemetry modifications.
5. Repairs telemetry and automation systems by troubleshooting, identifying and procuring necessary replacement parts and/or upgrades as appropriate.
6. Attends Division meetings to plan and schedule work and to exchange information on work status.
7. Trains and requires employees to observe safe working practices, and ensures availability of required safety equipment.
8. Provides training for employees on the job and determines outside training courses for them.
9. Attends job related training to improve job knowledge and/or enhance job performance.
10. Documents changes made to electrical and instrumentation programs, schematic drawings, and operations and maintenance manuals.
11. Assists electrical team to install, maintain, test, and repair plant electrical systems.

KNOWLEDGE, SKILLS AND ABILITIES:

- Must be knowledgeable of occupational hazards and safety precautions found in maintenance and repair work.
- Knowledge of the theory, practice, materials, tools, and equipment used in the field of instrumentation and control.
- Must have knowledge of the principles of physics, pneumatics hydraulics,, magnetics, electrical and electronics and related control systems.
- Knowledge of computer hardware and software, including microcomputer disk operating systems, spreadsheet, data base management systems and other applications.
- Knowledge of water and wastewater plant operations.
- Knowledge of the troubleshooting techniques in the instrumentation control field.
- Skill in recognizing and solve problems of a complex nature.
- Skill in supervising technical personnel; ability to plan and schedule work and preventative maintenance.
- Skills in computer operations and record keeping.
- Ability to understand electrical and electronic designs, and repair circuit boards, and troubleshoot circuits and to use oscilloscopes and other test equipment.
- Ability to conduct component level troubleshooting.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with supervisors and team members.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves standing, walking long distances, stooping, kneeling, crouching, or crawling, and reaching with hands and arms. The employee may also be required to sit, climb or balance, grasp, push and pull. The employee is exposed to outside elements, and must be able to work below ground levels, climb, and run. Work requires light to heavy lifting. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing. This position will also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving history.

MINIMUM QUALIFICATIONS: High school diploma or GED from an educational institution recognized by the State of Florida Department of Education and three (3) years related experience preferably in industrial instrumentation and controls experience, or any equivalent combination of training and experience. A valid Florida driver's license is required. Formal trade school or military training with emphasis in mathematics and physics is highly desirable. Associates degree from an accredited college with specialized training in electrical, electronics, or instrumentation technology is highly desirable. ISA Certification is highly desirable.

14. Laboratory Technician I

SUMMARY:

Under close supervision performs routine collection, sampling, and analysis of water from water plant, distribution system and catchment area for City water quality; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Assists in collection of water samples and data to keep plant operations informed and process controls.
2. Performs analytical testing of chemicals and water quality to obtain data necessary in making process control adjustments.
3. Collects and analyzes water samples from catchment, residential or business location sites.
4. Disinfects surfaces and performs bacteriological tests of samples collected daily.
5. Prepares distilled water, broth (cultures), autoclaves equipment, and sterilizes equipment.
6. Collects annual copper and lead samples.
7. Prepares data for Quality Assurance.
8. Prepares reagents, inventories and stocks chemicals and laboratory supplies.
9. Attends meetings and training classes.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic microbiology and chemistry methods, practices and procedures.
- Knowledge of laboratory equipment, methods, measurements, and practices.
- Knowledge of health and safety regulations and procedures.
- Knowledge of mixing chemicals.
- Skill in utilizing health and safety precautions in the collection and analysis of water samples.
- Skill in safely performing laboratory testing, conversions, titration, chemical analysis, and pH ranges.
- Skill in accurately performing and recording basic math calculations and data.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the collection and analysis of water samples and mixing of chemicals, with the ability to detect water quality problems. There is frequent need to stand, stoop, walk, sit, climb in high areas, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Associate's Degree from an accredited college with a major in Chemistry, Microbiology, or Wastewater Management and one (1) year related experience collecting and analyzing water samples, or any equivalent combination of training and experience. A valid Florida driver's license is required.

15. Laboratory Technician II

SUMMARY:

Under close supervision performs routine collection, sampling, and analysis of water from water plant, distribution system and catchment area for City water quality; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are not in any hierarchical order)*

1. Plan and participate in routine sample collection. Plan and perform skilled analysis of water samples according to established testing, reporting, and QAQC procedures.
2. Perform quantitative and qualitative laboratory analyses of water and biosolids for chemical and microbiological contaminants according to protocols accepted by EPA and Standard Methods. Typical analyses may include: Level 1 analyses AND: atomic absorption, sulfate, chlorine demand, oil and grease, nitrate, nitrite, ammonia, phosphate, fluoride, TKN, TP, process control topics, microbiological testing, and TOC.
3. Perform strict QAQC procedure including calibration of instruments, analyzing standards, keeping logs, creating graphs, and performing statistical analysis of data.
4. Operate and perform more advanced maintenance on laboratory instruments and sampling equipment. Capable of trouble- shooting problems and perform minor repairs as needed. Ability to know when to call outside repair technicians and offer suggestions for most cost effective repair options.
5. Record, calculate, and compile data utilizing computerized software including spreadsheet and word processing software. Develop LIMS templates and extract data from LIMS for various reports. Identify trends and make recommendations for process improvement.
6. Coordinate with all Technicians to guide and facilitate the smooth operation of the lab. Track supplies and proactively report purchasing needs.
7. Work with a variety of hazardous materials including chemicals, solvents, and biohazards using appropriate safety precautions. Conduct safety surveys.
8. Perform other job functions as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic microbiology and chemistry methods, practices and procedures.
- Knowledge of laboratory equipment, methods, measurements, and practices.
- Knowledge of health and safety regulations and procedures.
- Knowledge of mixing chemicals.
- Skill in utilizing health and safety precautions in the collection and analysis of water samples.
- Skill in safely performing laboratory testing, conversions, titration, chemical analysis, and pH ranges.
- Skill in accurately performing and recording basic math calculations and data.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the collection and analysis of water samples and mixing of chemicals, with the ability to detect water quality problems. There is frequent need to stand, stoop, walk, sit, climb in high areas, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Associate's Degree from an accredited college with a major in Chemistry, Microbiology, or Wastewater Management and three (3) years related experience collecting and analyzing water samples, or any equivalent combination of training and experience. A valid Florida driver's license is required.

ALTERNATE REQUIREMENTS: Bachelor's degree in biology, chemistry, environmental science or a closely related field and two (2) years of experience as a Level 1 Technician.

16. Laboratory Technician III

SUMMARY:

Under close supervision performs routine collection, sampling, and analysis of water from water plant, distribution system and catchment area for City water quality; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Schedule, plan and execute routine and complex sample collections. Plan and perform skilled analysis of water samples according to established testing, reporting, and QA/QC procedures.
2. Perform quantitative and qualitative laboratory analyses of water and biosolids for chemical and microbiological contaminants according to protocols accepted by EPA and Standard Methods. Typical analyses may include: Level 1 and 2 analyses AND: ion chromatography, ICP, spectrophotometry, surfactants, gas-liquid chromatography, toxicity tests, and jar testing. Ability to extrapolate jar testing results to process improvement. Ability to trouble-shoot microbiological analyses and interpret results.
3. Perform strict QA/QC procedure including calibration of instruments, analyzing standards, keeping logs, creating graphs, and performing statistical analysis of data.
4. Operate and perform more advanced maintenance on laboratory instruments and sampling equipment. Moderate trouble-shooting ability with the ability to perform moderately complex repairs and process changes as needed. Ability to know when to call outside repair technicians and offer suggestions for most cost effective repair options.
5. Record, calculate, and compile data utilizing computerized software including spreadsheet and word processing software. Develop LIMS templates and extract data from LIMS for various reports. Identify trends and make recommendations for process improvement. Conduct backlog reviews and prioritize data input and review.
6. Coordinate with all Technicians to guide and facilitate the smooth operation of the lab. Track supplies and proactively report purchasing needs. Suggest equipment specifications for major equipment and supplies needed.
7. Work with a variety of hazardous materials including chemicals, solvents, and biohazards using appropriate safety precautions. Conduct safety surveys. Guide and educate staff on safety matters and topics.
8. Perform other job functions as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic microbiology and chemistry methods, practices and procedures.
- Knowledge of laboratory equipment, methods, measurements, and practices.
- Knowledge of health and safety regulations and procedures.
- Knowledge of mixing chemicals.

- Skill in utilizing health and safety precautions in the collection and analysis of water samples.
- Skill in safely performing laboratory testing, conversions, titration, chemical analysis, and pH ranges.
- Skill in accurately performing and recording basic math calculations and data.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the collection and analysis of water samples and mixing of chemicals, with the ability to detect water quality problems. There is frequent need to stand, stoop, walk, sit, climb in high areas, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Associate's degree from an accredited college with a major in Chemistry, Microbiology, Environmental Sciences, or Wastewater Management and five (5) years related experience collecting and analyzing water samples, or any equivalent combination of training and experience. A valid Florida driver's license is required.

17. Heavy Equipment Operator

SUMMARY:

Under limited supervision, operates a wide variety of heavy equipment (depending on the area of assignment) to repair and maintain canals, roadways or right-of-ways, water distribution, wastewater collection or stormwater lines, transport wastewater sludge; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Loads equipment on transport.
2. Drives truck to deliver equipment to job site.
3. Unloads equipment at job site.
4. Operates heavy equipment (e.g., front-end loader, tractor trailer, bulldozer, backhoe, flat-bed or tanker truck) to support a variety of construction and maintenance projects.
5. Grades canal banks.
6. Operates tiger and scag mowers to maintain canal banks.
7. Performs or schedules preventive maintenance on assigned equipment.
8. Performs various construction and/or maintenance tasks (e.g. hauling trash and debris, repairing asphalt, building catch basin, mowing canal banks, repairing sidewalks)

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of operation of a variety of heavy and medium equipment and vehicles.
- Knowledge of common hand and power tools.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of basic preventive maintenance on assigned equipment.
- Skill in following oral and written instructions.
- Skill in operating and working around moving equipment.
- Skill in communicating effectively, orally and in writing.
- Ability to follow safety practices and recognizing hazards.
- Ability to establish cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy work in all types of weather. There is frequent need to stand, stoop, walk, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Eighth grade education and three (3) years of experience relevant to the assignment, or any equivalent combination of training and experience. Possession of a Commercial driver's license or certifications specific to the assignment may be required.

18. Maintenance Worker

SUMMARY:

Under close supervision, maintains the City parks and recreational areas, City buildings and facilities; maintains and repairs park amenities such as fences, tables or playground equipment; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Picks up trash, debris and tree limbs from public parks and recreational areas and other City facilities.
2. Maintains and repairs City facilities, park amenities, for example, fences, tables, playground equipment or drinking fountains as necessary.
3. Cleans, mops and sanitizes public restrooms; cleans, sanitizes and deodorizes restrooms.
4. Sweeps and vacuums carpeting and floors using manual and power equipment.
5. Mops, scrubs, waxes, shampoos, and spot cleans carpeting and floors.
6. Empties waste cans and ashtrays.
7. Cleans woodwork, walls, and windows using common household equipment and cleaning products.
8. Sets up and breaks down for meetings and special events.
9. Sweeps sidewalks and entryways.
10. Cleans and dusts offices.
11. Performs minor maintenance work such as changing light bulbs, repair fixtures, and furniture.
12. Keeps equipment and supplies in order and requests more when needed.
13. Maintains exterior of facility clean including trash pickup.
14. Maintains recreation equipment, such as basketball nets, courts, etc., as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of machinery, equipment and tools necessary for the maintenance of public areas.
- Knowledge of custodial practices and procedures.
- Knowledge of occupational hazards and safety precautions.
- Skill in performing heavy manual labor in an outdoor environment.
- Skill in following oral and written instructions.
- Skill in using hand and power tools.
- Ability to establish cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy work in all types of weather. There is frequent need to stand, stoop, walk, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Eighth grade education and six (6) months of ground maintenance experience required, or any equivalent combination of training and experience. May require a valid Florida driver's license.

19. Meter Service Technician I

SUMMARY: Under close supervision, performs a variety of routine manual labor regarding water distribution activities, including but not limited to, reading meters manually and via Automated Meter Reading (AMR) performing uploads and down loads of handheld device, meter service inspections to determine and perform maintenance requirements. Clean and grade meter boxes, replace lids, test and repair meters, generate and complete work orders manually and/or with the assistance of a computerized hand held device, perform manual labor and all other related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Reads and records meter reading for assigned routes manually/via AMR; maintains accurate readings.
2. Performs maintenance at meter service area (cleans & grades meter boxes, replace lids, etc.); maintains & clears meter service area of obstructions and debris; dig and backfills trenches; clears and restores job site to original condition.
3. Inspects meter boxes for illegal connections, damage or other relevant maintenance requirements.
4. Test meters using specialized equipment.
5. Assists in installing meters at meter service areas; test water meters for accuracy.
6. Create and complete work orders.
7. Recognize and support all safety rules.
8. Operates vehicles and job related equipment (tools): air compressors, paving breakers, pipe saws, drills, hand power tools, forklifts, and any other related equipment; transport workers, equipment, & material to worksite; maintain and assist work group with cleaning vehicles.
9. Assist with the assembly of directional signage, signals, markers, and flags regarding work site protection; acts as flagman when necessary.
10. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES: *(Based on area of assignment)*

- Knowledge of geographical layout and street location of service areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public utilities.
- Knowledge of common hand and power tools.
- Knowledge of basic preventive maintenance on assigned equipment.
- Knowledge of personal computer application and use.
- Skill in reading street and general mathematical computations.
- Skill in following oral and written instructions.
- Skill in reading street maps, street signs, and meters accurately and entering information into a computer or handheld device accurately.
- Skill in operating and working around traffic and moving equipment.
- Skill in interpersonal relationships and effectively communicating with customers.
- Ability to take direction.
- Ability to adhere to safety precautions, maintain a safe working area; while recognizing occupational hazards.
- Ability to locate meter direction (north, south, east, west) by abbreviation.
- Ability to perform heavy manual labor for extended periods in adverse weather conditions.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to operate a personal computer and/or handheld device.
- Ability to perform data entry functions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy physical activity in a primarily outdoor setting under all types of weather conditions with the added exposure to insects, animals and other hazards. There is a frequent need to walk, sit, talk, hear, use hands, fingers, stoop, kneel, crouch, climb, balance, crawl lift heavy object (up to 50 pounds) and perform other similar actions during the course of the workday. This position requires the use of City vehicles on City business. Individual must be physically capable of operating a vehicle safely and have an acceptable driving history. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and one (1) year experience in a utility system, maintaining and installing meters preferred but not required, or any equivalent combination of training and experience. Possession of a valid Florida driver's license, and Commercial Driver's License, Class B may be required upon assignment. Ability to obtain forklift certification and OSHA Confined Space certification within one (1) year of employment.

20. Meter Service Technician II

SUMMARY: Under general supervision, performs a variety of routine meter service maintenance activities including but not limited to; performing skilled work and participating, tests, installations, maintenance and repairs and other related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order.)*

1. Install, remove, maintain and replace various meters types. Inspects & repairs defective meters due to damage or regular wear or other relevant maintenance requirement; inspect meter service for illegal connection and/or cross connection; field test and troubleshoot large and small meters.
2. Inspects, repairs, replace and and/or test backflow devices for proper installation and functions.
3. Create and complete assigned work orders in a detailed manner; maintains accurate records of all work performed.
4. Recognize and support all safety rules.
5. Investigates water meter service related complaints i.e. damaged box, damaged lid, dirty water, low pressure, no water and other related issues.
6. Responds to customer emergencies.
7. Communicates with office staff, dispatch and/or supervisors via radio, cell phone, or in person clearly and professionally.
8. Answers and resolves questions and/or concerns from customers and contractors regarding issues at the meter service.
9. Operates vehicles and job related equipment (tools): air compressors, paving breakers, pipe saws, drills, hand tools and any other related equipment.
10. Transport workers, equipment, & material to worksite; assist with the assembly of directional signage, signals, markers, flags regarding work site protection; acts as flagman when necessary.
11. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES: *(Based on area of assignment)*

- Knowledge of proper meter service repair, maintenance and installation.
- Knowledge of proper backflow installation, testing and repair.
- Knowledge of safe shoring and trenching.
- Knowledge of geographical layout and street location of service areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public utilities.
- Knowledge of common hand and power tools.
- Knowledge of basic preventive maintenance on assigned equipment.

- Knowledge of personal computer application and use.
- Skill in reading street and general mathematical computations.
- Skill in following oral and written instructions.
- Skill in reading street maps, street signs, and meters accurately and entering information into a computer or handheld device accurately.
- Skill in operating and working around traffic and moving equipment.
- Skill in reading engineering drawings or blueprints.
- Skill in identifying unsafe conditions and taking corrective action.
- Skill in interpersonal relationships and effectively communicating with customers.
- Ability to take direction.
- Ability to adhere to safety precautions, maintain a safe working area; while recognizing occupational hazards.
- Ability to locate meter direction (north, south, east, west) by abbreviation.
- Ability to perform heavy manual labor for extended periods in adverse weather conditions.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to operate a personal computer and/or handheld device.
- Ability to work flexible schedule including stand by, weekends and holidays.
- Ability to perform data entry functions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy physical activity in an outdoor setting under all types of weather conditions with the added exposure to insects, dogs, snakes and other hazards. There is a frequent need to walk, sit, talk, hear, use hands, fingers, stoop, kneel, crouch, climb, balance, crawl, lift heavy object (up to 50 pounds) and perform other similar actions during the course of the workday. This position requires the use of City vehicles on City business. Individual must be physically capable of operating a vehicle safely and have an acceptable driving history. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and three (3) years of experience, or any equivalent combination of training and experience. Possession of a valid Florida driver's license, and Commercial Driver's License, Class B may be required upon assignment. Large Meter Tester and Backflow Cross/Connection Tester and repair certifications, and 120 logged meter reading hours, required.

21. Meter Service Technician II

SUMMARY: Under limited supervision, supervises field personnel while performing a variety of routine meter service maintenance activities including but not limited to; performing skilled work and participating in testing, installations, maintenance and repairs. Ensures adherence to policies and procedures by staff and promotes good customer and employee relations. Assist with staff development, compliance, accountability, quality, safety and cost control. Performs other related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Upon assignment, plans organizes, and supervises the daily activities of field crews as follows:
2. Install and maintains various meters.
3. Field test and troubleshoot large and small meters.
4. Inspects & repairs defective meters due to damage or regular wear or other relevant maintenance requirement; install, remove and replace meters; inspect meter service for illegal connection and/or cross connection.
5. Inspects, repairs and and/or test backflow devices for proper installation and functions.

6. Create and complete assigned work orders in a detailed manner; maintains accurate records of all work performed.
7. Recognize and support all safety rules.
8. Investigates water meter service related complaints i.e. damaged box, damaged lid, dirty water, low pressure, no water, and any other related issues.
9. Respond to all dispatched work orders.
10. Communicates with office staff, dispatch and/or supervisors via radio, cell phone, or in person clearly and professionally.
11. Answers and resolves questions and/or concerns from customers and contractors regarding issues at the meter service.
12. Operates vehicles and job related equipment (tools): air compressors, paving breakers, pipe saws, drills, hand power tools, and any other related equipment.
13. Transport workers, equipment, & material to worksite; assist with the assembly of directional signage, signals, markers, flags regarding work site protection; acts as flagman when necessary.
14. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES: (Based on area of assignment)

- Knowledge of proper meter service repair, maintenance and installation.
- Knowledge of proper backflow installation, testing and repair.
- Knowledge of safe shoring and trenching.
- Knowledge of geographical layout and street location of service areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public utilities.
- Knowledge of common hand and power tools.
- Knowledge of basic preventive maintenance on assigned equipment.
- Knowledge of personal computer application and use.
- Skill in reading street and general mathematical computations.
- Skill in following oral and written instructions.
- Skill in reading street maps, street signs, and meters accurately and entering information into a computer or handheld device accurately.
- Skill in operating and working around traffic and moving equipment.
- Skill in reading engineering drawings or blueprints.
- Skill in identifying unsafe conditions and taking corrective action.
- Skill in interpersonal relationships and effectively communicating with customers.
- Ability to take direction and effectively direct others.
- Ability to adhere to safety precautions, maintain a safe working area; while recognizing occupational hazards.
- Ability to locate meter direction (north, south, east, west) by abbreviation.
- Ability to perform heavy manual labor for extended periods in adverse weather conditions.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to operate a personal computer and /or handheld device.
- Ability to work flexible schedule including stand by weekends and holidays.
- Ability to perform data entry functions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy physical activity in an outdoor setting under all types of weather conditions with the added exposure to insects, dogs, snakes and other hazards. There is a frequent need to walk, sit, talk, hear, use hands, fingers, stoop, kneel, crouch, climb, balance, crawl, lift heavy object (up to 50 pounds) and perform other similar actions during the course of the workday. This position requires the use of City vehicles on City business. Individual must be physically capable of operating a vehicle safely and have an acceptable driving history. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and five (5) years experience, or any equivalent combination of training and experience. Possession of a valid Florida driver's license, required. Commercial Driver's License, Class B may be required upon assignment. 120 logged meter reading hours and Backflow Cross/Connection Tester/Repair certification, required.

22. Utility Locator

SUMMARY:

Under close supervision, locates utility lines; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are not in any hierarchical order)*

1. Locates underground utilities.
2. Clears brush and digs up utility lines.
3. Operates line location instruments and leak detection instruments.
4. Prepares sketches for field notes in construction layouts and as-built.
5. Researches as-built drawings for line locations.
6. Sets utility markings and points for contractors and other utility companies.
7. Maintains inventory, equipment, supplies and assigned city vehicles.
8. Operates electronic surveying and data collection instruments.
9. Works as a member of a survey crew.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of highway traffic control standards.
- Knowledge of basic surveying methods, practices and procedures.
- Knowledge of operation and maintenance of electronic surveying line locating equipment.
- Knowledge of reading and interpreting construction and engineering plans.
- Knowledge of health and safety regulations, practices and procedures.
- Skill in researching land and plat information.
- Skill in accurately sketching and recording field notes and computations.
- Skill in recording and maintaining public files and records.
- Skill in demonstrating and instructing entry level skills and practices.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to work flexible hours for on-call or emergency purposes.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours outside with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the clearing, surveying, and staking of construction sites. There is frequent need to stand, stoop, walk, sit, work in close proximity to vehicular traffic, lift equipment or materials (up to 50 pounds), and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School diploma or GED and one (1) year of related experience or any equivalent combination of training and experience. A valid Florida driver's license is required.

SECTION 2 – SPECIAL TERMS

1. **Business Tax Receipt** The Bidder will be required at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:
 - No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
 - A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
 - Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.
2. **Small Business Participation** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **0%** of the total contract value.
3. **Insurance** Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:
 - (a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.
 - (b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee".
 - (c) **Automobile Liability**: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000. Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the ECR Board, the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times. If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable

coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

4. **Equal Benefits Ordinance** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid.
5. **Contract Term** The Contractor shall be awarded a contract for thirty-six (36) months. At the sole option of the City, the contract may be renewed for up to two (2) additional twelve (12) month periods. Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.
6. **Multiple Contract Awards** The Contractor(s) selected under this procurement may be awarded separate contracts with the Agencies under the terms and conditions of this ITB.

SECTION 3 – MINIMUM QUALIFICATION and EVALUATION FACTORS

Failure to fully and accurately complete the required documentation may result in disqualification of Contractor's bid. All decisions of the City are final.

Evaluation of responses will include, but not limited to, the following:

MINIMUM QUALIFICATIONS

Contractors shall meet the following minimum requirements in order to be considered for award.

- _____ 1. Bid (**Form B2**) must be signed by the person authorized to bind the company. **Note: Sign in blue ink every place it is required.**
- _____ 2. Bidder can provide all required representations and disclosures.
- _____ 3. Bid proposal must be received and stamped in by the Procurement Division on or before **3:00 p.m. on April 12, 2017.**

EVALUATION FACTORS

Bids will be evaluated based on the following evaluation factors, in addition to those factors established in the Procurement Code, in determining the best value to the City.

- _____ 1. Schedule of bid items – as indicated on **Form B3**
- _____ 2. Reference responses.
- _____ 3. Firm capacity in terms of financial viability and ability to provide required insurance.
- _____ 4. Evidence of ability to work efficiently and cooperatively with Agency staff; past performance with the Agency and others.
- _____ 5. Small business program participation.
- _____ 6. Impact on local economy.
- _____ 7. Any suspension or debarment by any government entity; any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards.
- _____ 8. Consideration of any other factors specific to this ITB.
- _____ 9. Such other information as may be obtained.

SECTION 4 – INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **One (1) original, one (1) electronic version and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Bid number, title, and date and hour bids are scheduled to be received. Bids shall be mailed or hand-delivered to:

**City of West Palm Beach - Procurement Department
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401.**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation to Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Bidders are responsible for insuring that their bid is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram or facsimile shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. The Bid Submission Package consists of the following documents:

- B1 Bid Cover Sheet
- B2 Bid
- B3 Schedule of Bid Items
- B7 Reference List
- B8 Non-Collusion Affidavit
- B9 Drug Free Certification
- B11
- B12 Statement of Small Business Participation with certifications
- B13 Small Business Letter of Intent
- Equal Benefits Certification
- Copies of required licenses or registrations

The Bid Submission Package, and all other required documents must be returned in order for the bid to be considered.

AVOID BID REJECTION:

Bids may be rejected for noncompliance to requirements after review by the Procurement Official.

All bids must be submitted on the provided Bid forms.

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder. All Forms must be fully completed.

Failure to complete any form or provide the required signature may be grounds for rejection of the bid.

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B2 and B3) must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISC, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATIONS AND ELECTRONIC BID TABULATIONS SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASES OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid

Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference, that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING If a bidder intends to subcontract any portion of the work, the Schedule of Subcontractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors, including any small business contracts that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must also be listed on both Form B5 – Schedule of Subcontractors and Form B12-Statement of Small Business Participation. Owner reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the City of West Palm Beach review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of West Palm Beach
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of West Palm Beach. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract by the City fails to execute such contract with the City, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES Bidder must include with his bid package a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.

10. NO LOBBYING Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall

terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. **CONFLICT OF INTEREST** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. **ETHICS REQUIREMENTS** No Bidder may employ, directly or indirectly, the mayor, any member of the City commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. **SMALL BUSINESS PROGRAM** The goal for Small Business participation under the contract resulting from this Invitation to Bid is **0%** of the total contract value. **Only small businesses certified by the City of West Palm Beach Small Business Program or from another City whose certification is accepted by the Small Business Program will be accepted toward the small business goal.** For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-2100 for further instruction for small business certification.

Bidders/contractors are encouraged to contact the Procurement Department for a directory of all currently certified small businesses. The directory is intended to assist bidders/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

■ **STATEMENT OF SUBCONTRACTOR PARTICIPATION**

List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 01

■ **SUBCONTRACTOR'S LIST**

List the names and telephone numbers of all SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation*. Submit this form with your proposal. See Form SB 02

■ **LETTER OF INTENT**

One form per SB subcontractor must be executed and delivered to the City's SB Program **prior** to contract award and will be made a part of the contract. See Form SB 03

REQUEST FOR QUALIFICATIONS PREFERENCE (over \$25,000.00)

For procurements using requests for proposals, the Procurement Official or, if applicable, an evaluation committee established to evaluate the proposals, shall consider compliance with the small business goals as a material criterion for selection, i.e., shall be given significant weight.

14. PUBLIC ENTITY CRIMES Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

15. INQUIRIES AND ADDENDA Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Nathaniel Rubel, Procurement Supervisor
City of West Palm Beach Procurement Division
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
Fax: (561) 822-1564
E-mail: nrubel@wpb.org

*All questions or inquiries must be received no later than **ten (10) calendar days** prior to the Bid closing date.*

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

16. ACCEPTANCE; REJECTION; CANCELLATION In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid

Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

17. SELECTION OF BIDDER WITH WHOM TO CONTRACT Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City" using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

19. CONTRACT City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

20. COSTS All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

21. PROTEST PROCEDURE Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest, but no later than seven (7) calendar days after the issuance of a Notice of Intent to Award. The protest shall be considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

22. CITY IS DOCUMENT GATEKEEPER This ITB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

BID PACKAGE COVER SHEET

ITB 16-17-119 Project Title: Public Utilities Supplemental Workforce

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet. (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Reference List (B7)
- _____ 5. Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
- _____ 6. Drug Free Certification (B9)
- _____ 7. Small Business - Listing of all Small Business Bids (B11)
- _____ 8. Statement of Small Business Participation (B12) Attach small business certifications.
- _____ 9. Small Business - Letter of Intent (B13)
- _____ 10. Equal Benefits Certification
- _____ 11. Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms.

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.



(B2)

BID

ITB 16-17-119

Proposal of: _____
(Bidder Company Name)

Bid Amount: \$ _N/A_____

See Bid Items 1 – 22 on Schedule of Bid Items B3

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ N/A.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder understands that the contract time starts on the date of Notice to Proceed.
8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.
10. Substantial completion shall be within TBD calendar days. Final completion shall be in TBD calendar days.
11. Liquidated damages for delay are agreed to be one hundred (\$100) per calendar day.

12. Small Business participation for this project is 0%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with City, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name

Address

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____

Business Address: (Street, City, State, Zip Code) _____

State of Incorporated: _____ Telephone: _____ Fax: _____

BIDDER:

Signature of Official authorized to bind Bidder.

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

**SCHEDULE OF BID ITEMS**

ITB 16-17-119

PROJECT TITLE: Public Utilities Supplemental Workforce

Item No.	Job Title	Hourly Wage
OPERATIONS		
1	State of Florida Certified "A" Water Treatment Operator	
2	State of Florida Certified "B" Water Treatment Operator	
3	State of Florida Certified "C" Water Treatment Operator	
4	State of Florida Certified "A" Wastewater Treatment Operator	
5	State of Florida Certified "B" Wastewater Treatment Operator	
6	State of Florida Certified "C" Wastewater Treatment Operator	
ENGINEERING AND OFFICE STAFF		
7	Secretary	
8	Project Engineer	
9	Customer Service Representative	
10	Customer Relations Specialist	
SKILLED STAFF		
11	Maintenance Mechanic	
12	Utilities Electrician	
13	Utilities Controls Technician	
14	Laboratory Technician I	
15	Laboratory Technician II	
16	Laboratory Technician III	
17	Heavy Equipment Operator	
18	Maintenance Worker	
19	Meter Service Technician I	
20	Meter Service Technician II	
21	Meter Service Technician III	
22	Utility Locator	
Note: Hourly rates shall be inclusive of all costs such as the cost of overhead, profit, insurance, taxes, incidentals, etc.		

Bidder Company Name: _____

Signature of Official authorized to bind Bidder: _____

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AND ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

ITB 16-17-119

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

4. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____



(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: _____ (if none, write "None").
6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____ (Date)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as identification

and who did / (did not) take an oath.

Notary Public (print & sign name)

Commission No. _____



(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Print Name

Date



401 Clematis Street, 3rd Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-822-1564

Website: <http://wob.org/Departments/Procurement/Small-Business/Certification>

(B11)
Form SB02

Subcontractors Listing

Bidder/Proposer's Name: _____ Telephone No. _____

ITB or RFP Title: Public Utilities Supplemental Workforce ITB or RFP No.: 16-17-119

NOTE: List all subcontractors you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. Submit this form with your bid. Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 3rd Floor

West Palm Beach, FL 33401-4702

Tel. (561) 822-2100

Fax (561) 822-1564

Website: <http://wpb.org/Departments/Procurement/Small-Business/Certification>

(B12)

Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title _____

ITB or RFP Title: Public Utilities Supplemental Workforce Project Number: _____

ITB or RFP Number: 16-17-119 SB Goal (if established): 0%

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564

Website: <http://wpb.org/Departments/Procurement/Small-Business/Certification>

(B13)
Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. This completed form will be required before contract award. Please note: This form is required for each certified Small Business selected.

SECTION I. General Information

Proposer's Name: _____

ITB or RFP Title: Public Utilities Supplemental Workforce

ITB or RFP Number: 16-17-119

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☐ **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ **2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- ☐ The firm's price for the contract term awarded is \$50,000 or less.
- ☐ The firm employs less than five (5) employees.
- ☐ The firm does not provide benefits to employees' spouses nor employees' dependents.
- ☐ The firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ Compliance would violate grant requirements or regulations of federal / state law.
- ☐ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ **3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, _____,
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____, as an act of _____ (firm), who is

personally known to me or produced the following identification: _____.

Notary Signature: _____

Print Notary Name: _____

Commission No. _____