

MINUTES OF MEETING  
NORTH SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, January 4, 2012 at 5:00 p.m. in the district office, 10300 N. W. 11 Manor, Coral Springs, Florida.

Present and constituting a quorum were:

David Gray	President
Vincent Morretti	Secretary
Vandin Calitu	Assistant Secretary

Also present were:

Brenda Schurz	District Clerk
Dennis Lyles	District Counsel
Jane Early	District Engineer
Nick Schooley	Drainage Supervisor
Kay Woodward	Accountant
Dan Daly	CSID Director of Operations
Shannon Ruskin	NSID Admin.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Schurz called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the December 7, and December 21, 2011 Meetings**

Ms. Schurz stated the next item is approval of the minutes of the December 7, and December 21, 2011 meetings.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the minutes of the December 7, and December 21, 2011 meetings were approved as presented.
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**THIRD ORDER OF BUSINESS**

**Consideration of Proposals for:**

**A. Security System for Pump Station No. 1**

Ms. Schurz stated the next item is consideration of proposals. The first is for security system for pump station no. 1. We solicited proposals and the lowest came from Adome in the amount of \$26,034.00.

Mr. Gray stated some of this stuff is stated exactly meaning they state ADVR and they are all quoting the same thing but when it came to the wireless system they seemed to have different gigahertz so they are quoting somewhat different items. I'm curious as to what the difference was on that. Adome is quoting 5.8 GHz wireless video/data transmission system and Cohens Computer service is quoting the 2.4 GHz wireless transmission system. The rest seems to be pretty consistent I was curious as to why that one item was being quoted differently from everybody.

Ms. Schurz stated the 5.8 GHz is higher.

Mr. Gray stated in our proposal I assume we don't identify the system on that.

Ms. Schurz stated no, he basically told them what we were looking for in a security system and they provided the proposal. I don't think he spelled it out specifically.

Mr. Gray stated the rest of it seems to be pretty consistent.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the security system for Pump station no. 1 was awarded to Adome in the amount of \$26,034.00.

#### **B. Security System for Pump Station No. 2**

Ms. Schurz stated the next item is security system for pump station no. 2.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the security system for Pump station no. 2 was awarded to Adome in the amount of \$26,034.00.

#### **C. Backhoe Loader**

Ms. Schurz stated the next item is the backhoe loader. Staff solicited proposals and we received three from Nortrax, Trekker Tractor and Kelly Tractor. The lowest proposal is from Nortrax and you can see that we are going to receive \$10,500 for the backhoe that we currently have that is not working. We will get credit for that and it brought the base price down to \$71,516.00 and when you add in the options the total amount is \$78,016.00.

Mr. Gray asked is there any preference from the people who work here as to the John Deere and a Case?

Ms. Schurz responded John Deere was the preference.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the purchase of the backhoe loader was awarded to Nortrax for a John Deere in the amount of \$78,016.00.

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. Manager**

**i. Consideration of Change Order No. 1 for Additional Site Work, Drainage, Concrete and Curbing Work on the Heron Bay Commons Paver Work for a Net Increase of \$44,993.61**

Ms. Schurz stated the next item is consideration of change order no. 1 for additional site work drainage, concrete and curbing work on the Heron Bay Commons paver work for a net increase of \$44,993.61. There was additional drainage work that needed to be done according to the City of Coral Springs that was required. We did get a permit from the City of Coral Springs and they required additional work to be done to tie into the system.

Mr. Gray asked did someone in our office review the items requested by the City of Coral Springs and check out the contract in reference to the additions?

Ms. Schurz responded yes, Rod did that and worked with them closely.

Mr. Gray asked do we have funds available in the account for Heron Bay Commons?

Ms. Schurz responded yes.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor change order no. 1 for additional site work, drainage, concrete and curbing work on the Heron Bay Commons Paver contract with Bocard Homes & Kessler Construction, Inc. for a net increase of \$44,993.61 was approved.

**ii. Consideration of Continuing Services Agreement for Professional Engineering and Consulting Services with ADS Engineering, PLLC in the Amount to be Charged According to the Fee Schedule in Attachment B**

Ms. Schurz stated the next item is consideration of continuing services agreement for professional engineering and consulting services with ADS Engineering, PLLC in the amount to

be charged according to the fee schedule in Attachment B. This was an item that was approved in September. We went out with an RFQ and staff negotiated with ADS and Dennis has reviewed the contract.

Mr. Lyles stated we prepared an entirely new contract. They gave us a proposal that was a couple of pages and didn't really cover all the normal things you want to cover with an engineering services agreement and staff's intent is to not only use this firm for this particular project but in the future if we have similar things requiring what I will call overall electrical engineering services. We went through the CCNA process so we can hire them for this project and for future projects if they come up we don't have to go through the process again. Attached to this agreement as an exhibit is a rate schedule of what they are going to charge on an hourly basis for these types of electrical engineering activities. They have as I understand it from staff a particular expertise in this type of service. I think Rod and Doug have both dealt with them in the past. We prepared an agreement that will cover both this particular project and there are several different components to it and then other projects in the future would just require a task order that would come before the board for authorization. Kind of what you are used to seeing for general civil engineering with CH2M Hill. You approved them as the most qualified proposer under the consultants competitive negotiation act, you ranked them number one and after that staff's task is to negotiate a contract with them. We started with their proposal, which was the bare bones outline of what they would do and what they would charge and we developed it into sort of a general engineering services agreement. I am going to ask the board if you are inclined to go ahead and approve this today to approve it subject to final legal review and comment. This is a final draft it has been circulated to our staff. We haven't heard anything back from the contractor but we are assuming they will be okay with it but if they want a tweak here or there we would like to be able to make the language changes. We won't vary the materiality of any provision of the agreement nor will the financial terms vary, the same scope the same dollars but if either we or the contractor decide there are a few little tweaks here or there we would like the right to do that before we submit it to you for signature.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the continuing services agreement with ADS Engineering, PLLC was approved subject to final legal review and comment.
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**iii. Consideration of Continuing Services Agreement for Professional Engineering and Consulting Services with CH2M Hill in the Amount to be Charged According to the Fee Schedule Set Forth in Attachment B**

Ms. Schurz stated the next item is consideration of continuing services agreement for professional engineering and consulting services with CH2M Hill in the amount to be charged according to the fee schedule set forth in Attachment B.

Mr. Lyles stated on this one you will see in your book that Exhibit B is blank that is because it is the same fee schedule that has been in effect in the past. There are no increases or changes in the fees to be charged. This is again an agreement that we have prepared for general services now and in the future pursuant to task orders or work authorizations that this board authorizes. The provisions regarding insurance, indemnity and that sort of thing are in here. Because we circulated this to staff in December we haven't heard back from CH2M Hill's legal staff and we may or may not hear something from them so we would ask if you are inclined to approve this, which is essentially the same document as the one you took up regarding ADS that it be done subject to final legal review, no changes to any material provisions or any of the financial terms but if they want to tweak some of the language we would be willing to do that as long as it is not a material change if it is we will bring it back to you at your next meeting.

Mr. Gray asked are there any major changes to the previous agreement we had with them?

Mr. Lyles responded I would say that there are changes that are substantive with respect to clarifying and with some specificity indemnity and insurance requirements to protect NSID. The original draft that we started with was produced by CH2M Hill, which as you might expect sees things their way when it comes to liability. We made those modifications so that we are satisfied that we are protected as a district and they are standing behind their professional services should there be a problem in the future and there won't be any questions that arise regarding that part of this. There is one small change that we made, small in terms of length of the language but there was a change in Florida law a few years ago that essentially said that contractors working on public works projects contrary to the previous state law could sue not only the owner, which is NSID but also could sue the engineer or the designer if it is an architect for instance directly for damages if in prosecuting the work they run into problems with the design or the plans that are the responsibility of the architect or engineer. CH2M Hill's standard contract that they have and that we had with them required us to insert in our construction

agreements that the contractor that we hire can only sue us and not CH2M Hill. We have deleted that requirement we believe that under Florida law if the case can be made the contractor can pursue directly the designer of the project that arguably was designed improperly not just go through the owner and require us to in turn, turn around and sue our own engineer, CH2M Hill. If a situation were to arise in the future that is a material provision that we have inserted into this version of the engineering services agreement.

Mr. Gray stated there shouldn't be a problem with that since it is now in compliance with Florida law.

Mr. Lyles stated it was not necessary before but it is now because Florida law opened up in essence and going back to the 1990's Florida law was that you couldn't sue the designer directly you had to sue the owner. Case law changed that concept our contracts need to change to reflect that.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the continuing services agreement with CH2M Hill was approved subject to final legal review and comment.

**iv. Consideration of Consultant Service Authorization No. 1 with ADS Engineering PLLC for Chemical Feed System Improvements Programming for a Lump Sum Amount of \$33,800**

Ms. Schurz stated the next item is consideration of consultant service authorization no. 1 with ADS Engineering PLLC for chemical feed system improvements programming for a lump sum amount of \$33,800.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor authorization no. 1 with ADS Engineering PLLC for the chemical feed system improvements programming in the lump sum amount of \$33,800 was approved.

**v. Consideration of Consultant Service Authorization No. 2 with ADS Engineering, PLLC for Water Treatment Plant Improvements PLC and HMI Computer Software Engineering for a Lump Sum Amount of \$299,850**

Ms. Schurz stated the next item is consideration of consultant service authorization no. 2 with ADS Engineering PLLC for water treatment plant improvements PLC and HMI computer software engineering for a lump sum amount of \$299,850.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor authorization no. 2 with ADS Engineering PLLC for the water treatment plant improvements computer software engineering in the lump sum amount of \$299,850 was approved.

**vi. Consideration of Consultant Service Authorization No. 3 with ADS Engineering, PLLC for Drainage and Storm Water Structures SCADA Integration for a Lump Sum Amount of \$66,200**

Ms. Schurz stated the next item is consideration of consultant service authorization no. 3 with ADS Engineering, PLLC for drainage and stormwater structures SCADA integration for a lump sum amount of \$66,200.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor authorization no. 3 with ADS Engineering PLLC for drainage and stormwater structures SCADA integration in the lump sum amount of \$66,200 was approved.

**B. Attorney**

There not being any, the next item followed.

**C. Engineer**

**i. Consideration of Change Order No. 7 for the Water Treatment Plant Chemical Feed System Improvements Contract with Century Building Restoration, Inc. for a Net Increase of \$158,820**

Ms. Schurz stated the next item is change order no. 7 for the water treatment plant chemical feed system improvements contract with Century Building Restoration, Inc. for a net increase of \$158,820.

Ms. Early stated the change order is in the package and the description regarding the length of time getting the permit, delays beyond anybody's control and there was some additional trenching that was required by the health department.

Mr. Gray stated I understand the additional trenching. For the time delay what was the additional costs incurred by the contractor?

Ms. Early responded his personnel, general conditions waiting to get the permit from the City of Coral Springs.

Mr. Gray asked do we have anything in our contract?

Ms. Early responded there was a delay clause and I don't have the exact breakdown on it I think the majority of the costs were for the trenching. I think something was going to be above ground and they had to excavate and put it underground.

Mr. Gray stated I understand the permitting thing I just don't understand their cost. Do they have equipment onsite that is not being used elsewhere because of the delay?

Ms. Early responded they mobilized and they are waiting and can't do certain things until they get their permit.

Mr. Gray asked they are mobilized without the permit?

Ms. Early stated I think once they were awarded the contract they started mobilizing and purchasing materials.

Ms. Schurz stated the trenching and piping is where the cost is.

Ms. Early stated that is the substantial amount.

Mr. Gray stated this is a substantial increase, it is effectively a 10% increase from the original contract.

Mr. Calitu stated I think it is lacking some detail so we can get an idea of the value.

Mr. Gray asked what specifically in our contracts do we allow them to charge for a delay based on not getting the permit?

Mr. Lyles stated without the contract here I'm going to have trouble answering that. Is it a standard CH2M Hill contract?

Ms. Early stated it is the standard engineering document.

Mr. Lyles stated depending on what the reasons are some delays they are only entitled to extra days to complete. I can't answer your question because there is no detail here for me to really look at and we weren't asked about this.

Mr. Gray stated I understand a delay once you are onsite you have your equipment sitting there and you are delayed during construction but prior to permit they aren't onsite.

Mr. Calitu stated I think what happened here is they applied for the permit the city came back and wanted different arrangements.

Mr. Gray stated I understand that so they don't have anything onsite without a permit. You aren't doing any work without a permit. The only thing they could be having an additional cost on is if they bought something and were holding it. There would be an interest carry for the material they are holding for instance. What else could you possibly have prior to permit?

Ms. Early stated my understanding is personnel waiting to get this job going. I don't know if they didn't do other work because they held the personnel to work on this project thinking this was going to get started.

Mr. Gray stated I want to see a breakdown on it and compare that to what our contract says.

Mr. Lyles stated we will do an analysis, engineering and legal and have detail for you at your next meeting.

Mr. Gray stated I just want to see that it is per contract. We will pay it but I want to make sure that it is legitimate.

Mr. Lyles stated we will pay if we are required to. I don't get the impression that Jane personally hands on was administering this in the field so she is at a disadvantage as well here today but people within CH2M Hill will be able to give the detail that I think the board is looking for.

Ms. Early stated I know Rod negotiated back and forth.

Mr. Gray stated I just want to know how it broke down and if it is in compliance with our contract.

**ii. Consideration of Modification to Surface Water Management Permit 2007-01 Drainage Outfall from Parkland Golf and Country Club Stormwater Drainage System into the District's C-2 Canal**

Ms. Early stated the next item is modification to surface water management permit 2007-01 this is for Parkland Golf & Country Club clubhouse. They did some modifications to some of the cart paths around the proposed clubhouse and we had a couple iterations back and forth and made them make some drainage calculations to make sure there weren't any changes or have any affect on the district. As your letter states these are standard conditions and they met everything.

Mr. Gray asked so Toll is making modifications to the drainage?

Ms. Early responded yes from the original design what was originally permitted.

Mr. Gray stated they modified the whole design of the structure by taking out the second floor basically. They are modifying the drainage and you are okay with the modifications proposed?

Ms. Early responded yes, they provided the calculations we wanted.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor modification to the surface water management permit 2007-01 for Parkland Golf and Country Club stormwater drainage system was approved.

**iii. Consideration of Right of Way Permit 2012-01 County Line Road Construction Access**

Ms. Early stated the next permit is for a temporary access road off of County Line Road. They are crossing County Line Road from the Bishop Pit and have temporary access and the county has required them to actually pave it to build a road. In order for them to connect to County Line Road, which is currently owned by the district they had to get a permit from us. We have our standard general conditions that we asked for.

Mr. Gray asked you are happy that they met them?

Ms. Early responded yes.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the right of way permit for County Line Road construction access permit 2012-01 revision 1 was approved.

**iv. Release of Canal Reservations**

Ms. Early stated the release of canal reservations, this is on the HHH property and we have gone through the plat with them and have all the easements required. We have been working with them back and forth on that plat. I don't see a problem with this.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor release of canal reservations as outlined in the attachment were approved.

**v. Project Status Report**

Ms. Early stated the project status report is enclosed in the agenda booklet.

**Amendment to Work Authorization 195**

Ms. Schurz stated I have two items that were not on the agenda. One is an amendment to work authorization 195 it is a final closeout amendment with a net deduction of \$5,533. It is to close out the contract.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor amendment to work authorization 195 for a net deduction of \$5,533 was approved.

**Surface Water Management Permit for Heron Bay Commons**

Ms. Schurz stated the last item is a surface water management permit for Heron Bay Commons for the parking lot.

Ms. Early stated we figured once they are adding drainage we had to issue a surface water management permit as well to make sure everything is in line.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the surface water management permit for Heron Bay Commons for the parking lot was approved.

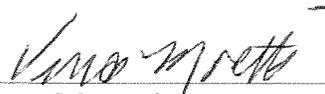
**FIFTH ORDER OF BUSINESS**

**Approval of Financials and Check Registers**

Ms. Schurz stated the next item is the approval of financials and check registers.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the financials and check registers were approved.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the meeting adjourned at 5:27 p.m.

  
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Vincent Morretti  
Secretary

  
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David Gray  
President