

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF ONE (1) 2012 FORD E-250 CARGO VAN WITH ELECTRICIANS COMMERCIAL PACKAGE AND ONE (1) 2012 FORD F-550 EQUIPPED WITH A CRANE AND APPURTENANCES, AT AN APPROXIMATE COST OF \$80,886 FROM ALAN JAY AUTOMOTIVE NETWORK, SEBRING, FLORIDA, UTILIZING THE SHERIFFS' OFFICES & LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA COOPERATIVE BID FOR PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES, TRUCKS, VANS AND OTHER FLEET EQUIPMENT, CONTRACT BID NO. 11-19-0907 (STATE CONTRACT); BEGINNING OCTOBER 01, 2011 THROUGH SEPTEMBER 30, 2012; AND THAT THE UTILITY DISTRICT BOARD AUTHORIZE THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAP: VEHICLE LINE ITEM NO. 411-1417-536-0-6451; AND MAKE PAYMENT FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Special District is in need of purchasing two (2) new vehicles replacing one (1) 2002 Ford F-150 pickup truck with approximately 52,000 miles and used by the Utility District Sewer Division electrician and one (1) 1997 Ford F-450 heavy duty crane truck with approximately 55,000 miles used by the Utility District Wastewater Collection System staff; and

WHEREAS, this purchase will piggy-back under the Florida Sheriffs' Association Bid No. 11-19-0907 (State Contract); ending September 30, 2012, from Alan Jay Automotive Network, Sebring, Florida; and

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

SECTION 1: That the District Board approves the proposed vehicle purchases from Alan Jay Automotive Network, Sebring, Florida, for the Utility Special District, in the amount of \$80,886.

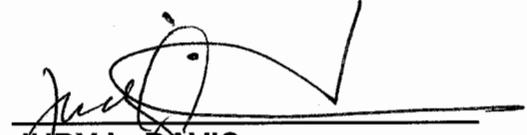
SECTION 2: That the Interim Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-6451.

SECTION 3: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 18th day of January 2012.

UTILITY SPECIAL DISTRICT

APPROVED:



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



BILLIE E. BROOKS
VICE CHAIRPERSON



CEDRICK A. THOMAS
BOARD MEMBER



DAWN S. PARDO
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS AYE

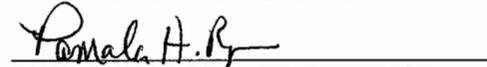
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 4/10/12

RESOLUTION NO. 2-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A SUBORDINATION OF UTILITY DISTRICT INTEREST AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SUBORDINATING THE CITY'S INTEREST IN A PARCEL OF LAND LOCATED ON WEST 13TH COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to widen State Road 710 (Martin Luther King Boulevard); and

WHEREAS, it is necessary that District's interest in a certain parcel of land be subordinated in order to complete the SR 710 widening project; and

WHEREAS, said subordination is in the District's best interest; and

WHEREAS, the State of Florida Department of Transportation has made application to the District to execute and deliver to the State of Florida Department of Transportation an agreement subordinating District's interest in said parcel of land.

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

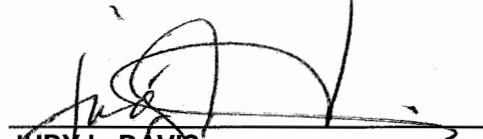
SECTION 1: That the District Chairperson and District Clerk are authorized to execute an agreement with the Florida Department of Transportation subordinating the District's interest in parcel of land located on West 13th Court, as detailed in the attached subordination Agreement.

SECTION 2: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 15th day of February, 2012.

UTILITY SPECIAL DISTRICT

APPROVED:

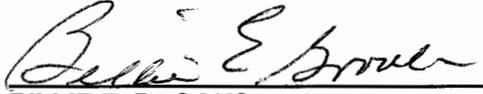


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



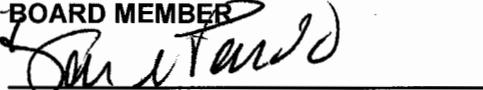
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



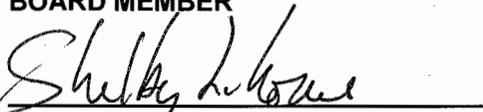
BILLIE E. BROOKS
VICE CHAIRPERSON



CEDRICK A. THOMAS
BOARD MEMBER



DAWN S. PARDO
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 3-12UD

A RESOLUTION OF THE RIVIERA BEACH UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A TERMINATION AND RELEASE OF LEASE AGREEMENT BY AND AMONG THE CITY OF RIVIERA BEACH, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, THE RIVIERA BEACH UTILITY SPECIAL DISTRICT, AND RYBOVICH RIVIERA BEACH LLC, REGARDING DISPOSITION OF THAT CERTAIN SUBMERGED AND UPLAND LANDS LEASE ENTERED INTO BY THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City"), the Riviera Beach Community Redevelopment Agency ("Agency"), and the Riviera Beach Utility Special District ("District") own certain properties located within the City of Riviera Beach; and

WHEREAS, the City, Agency, and District, as Lessors and Rybovich Riviera Beach LLC ("Rybovich") as Lessee, entered into that certain lease entitled Submerged and Upland Lands Lease dated September 15, 2010 (hereinafter the "Lease"); and

WHEREAS, the Lease provides the terms and conditions for the lease of the certain uplands and submerged lands owned by the City and the District and an option to lease certain property owned by the Agency; and

WHEREAS, Rybovich agreed to terminate its interest in the Lease and move its proposed use of the property in the lease to other property owned by Rybovich, but needed an abandonment of certain road rights-of-way; and

WHEREAS, Rybovich tendered a Termination and Release of Lease Agreement which was kept in escrow and not delivered to Lessors until the City approved an abandonment application for certain rights-of-way; and

WHEREAS, the Abandonment Application has been approved after public hearing and the executed Termination and Release of Lease Agreement from Rybovich has been delivered to the Lessors; and

WHEREAS, the Agency and the City have both approved the Termination; and

WHEREAS, staff recommends that the District approves the Termination and Release of Lease Agreement as well.

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

SECTION 1. That the Utility Special District authorizes the Chairperson and District Clerk to execute the Termination and Release of Lease Agreement, attached hereto.

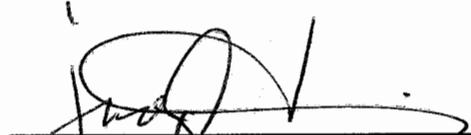
SECTION 2. That this resolution shall take effect immediately upon its passage and approval by District Board.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND APPROVED this 15TH day of FEBRUARY, 2012.

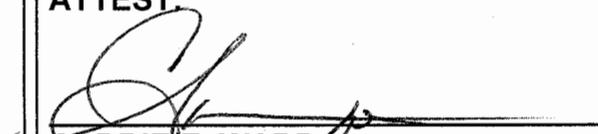
UTILITY SPECIAL DISTRICT

APPROVED:



JUDY L. DAVIS
CHAIRPERSON

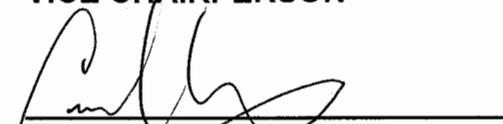
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



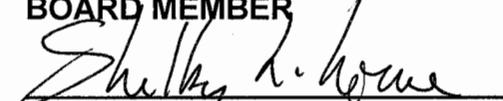
BILLIE E. BROOKS
VICE CHAIRPERSON



CEDRICK A. THOMAS
BOARD MEMBER



DAWN S. PARDO
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

J. DAVIS AYE

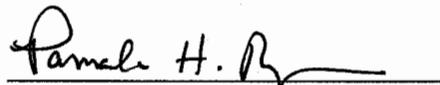
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, DISTRICT ATTORNEY

DATE: 2/6/12

RESOLUTION NO. 4-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF ONE (1) 2012 FORD F-150 EXTENDED CAB PICKUP TRUCK AT AN APPROXIMATE AMOUNT OF \$18,475 FROM ALAN JAY AUTOMOTIVE NETWORK, SEBRING, FLORIDA, UTILITIZING THE SHERIFF'S OFFICES & LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA COOPERATIVE BID FOR PURSUIT, ADMINISTRATIVE NON-PURSUIT UTILITY VEHICLES, TRUCKS, VANS AND OTHER FLEET EQUIPMENT, CONTRACT BID NO. 11-19-0907; AUTHORIZE THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE VEHICLE LINE ITEM NO. 411-1417-536-0-6451; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Special District is in need of purchasing ONE (1) new vehicle replacing one (1) 2009 Ford Ranger pick-up truck used by the Utility District Customer Service personnel that was totaled in a vehicular accident on January 17, 2012; and

WHEREAS, this purchase will piggy-back the Florida Sheriffs' Association Bid No. 11-19-0907 (State Contract) ending September 30, 2012, from Alan Jay Automotive Network, Sebring, Florida.

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

SECTION 1: That the District Board approves the vehicle purchase from Alan Jay Automotive Network, Sebring, Florida, for the Utility Special District, in the approximate amount of \$18,475.

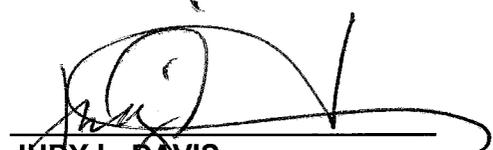
SECTION 2: That the Interim Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-6451.

SECTION 3: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 15th day of February, 2012.

UTILITY SPECIAL DISTRICT

APPROVED:



JUDY L. DAVIS
CHAIRPERSON

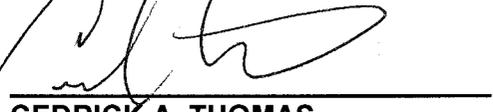
ATTEST:



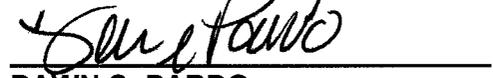
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



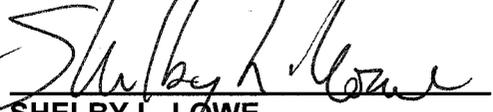
BILLIE E. BROOKS
VICE CHAIRPERSON



CEDRICK A. THOMAS
BOARD MEMBER



DAWN S. PARDO
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

J. DAVIS AYE

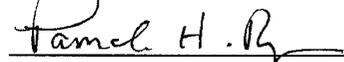
B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 2/2/12

RESOLUTION NO. 5-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM CHEN AND ASSOCIATES, INC., IN THE AMOUNT OF \$44,542.00 TO PERFORM PROFESSIONAL ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CONSTRUCTION OF UTILITY IMPROVEMENTS ASSOCIATED WITH THE GARDEN ROAD BRIDGE PROJECT; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1438-535-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of Chen and Associates, Inc., has prepared and submitted to the Utility Special District, a proposal for professional engineering design and construction administration services for the design of the water and sewer improvements required as part of the Palm Beach County Garden Road Bridge Improvement project, for a fee of \$44,542.00; and

WHEREAS, the primary purpose of this project is to improve the existing utilities and accommodate the Garden Road Bridge Improvement project.

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

SECTION 1: That the Utility Special District Board approves the proposal from Chen and Associates, Inc., in the amount of \$44,542.00, to provide professional engineering design and construction administration services for the Garden Road Bridge Improvement project.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 413-1438-535-0-6558 in the amount of \$44,542.00.

SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 18TH day of APRIL, 2012.

UTILITY SPECIAL DISTRICT

APPROVED:

ABSENT
BILLIE E. BROOKS
CHAIRPERSON

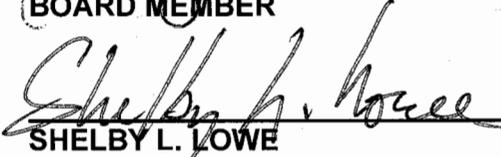
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
VICE CHAIRPERSON


CEDRICK A. THOMAS
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: S. LOWE

SECONDED BY: C. THOMAS

B. BROOKS ABSENT

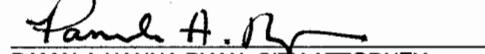
D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 4/11/12

DATE: _____

CONSTRUCTION, AND ADMINISTRATION SERVICES FOR THE GARDEN ROAD BRIDGE UTILITY IMPROVEMENT PROJECT; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY \$44,542.00 FROM THE UTILITY DISTRICT'S OPERATING ACCOUNT NO. 413-1438-535-0-6558; AND PROVIDING AN EFFECTIVE DATE.

Deputy District Clerk Anthony read the aforementioned resolution into the record.

A motion was made by **Board member Lowe** and seconded by **Board member Thomas** to approve Resolution No. 5-12UD.

MOTION

Upon a roll call vote by Deputy District Clerk Anthony, the vote was unanimous.

MOTION APPROVED

3. **RESOLUTION NO. 6-12UD** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH PJ LAND CLEARING & EXCAVATING, INC., IN THE AMOUNT OF \$87,300.00 FOR LIME SLUDGE HAULING SERVICES AT THE UTILITY DISTRICT'S WATER TREATMENT PLANT; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY SAME FROM THE UTILITY DISTRICT'S OPERATING ACCOUNT NO. 411-1437-533-0-5999; AND PROVIDING AN EFFECTIVE DATE.

Deputy District Clerk Anthony read the aforementioned resolution into the record.

A motion was made by **Board member Thomas** and seconded by **Board member Lowe** to approve Resolution No. 6-12UD.

MOTION

Upon a lengthy discussion, a motion was made by **Board member Lowe** and seconded by **Board member Davis** to postpone until the next Utility Special District meeting.

MOTION TO POSTPONE

Board member Thomas requested clarification as to what was being requested of staff.

City Manager Jones stated that the board requested an analysis of the expenditure and revenue to provide the service in-house and what the expenditure/revenue would be if the service was provided by a vendor.

Upon a roll call vote by Deputy District Clerk Anthony, the vote was unanimous.

MOTION APPROVED

RESOLUTION NO. 7-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO RELEASE THE REQUEST FOR QUALIFICATION (RFQ) FOR THE REHABILITATION/REPLACEMENT OF LIFT STATION NUMBER 10 AND LIFT STATION NUMBER 50; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE UTILITY SPECIAL DISTRICT CAPITAL LIFT STATION ACCOUNT AND FROM THE UTILITY SPECIAL DISTRICT CAPITAL LIFT STATIONS (SEWER) ACCOUNT; AND MAKE PAYMENT FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2011, the Utility Special District Board of Directors adopted the City of Riviera Beach Utility Special District FY 2011-2012 Budget; and

WHEREAS, the Utility Special District desires to retain professional engineering consultant(s) for the rehabilitation/replacement of Lift Stations Number 10 and Lift Station Number 50; and

WHEREAS, Utility District staff requests approval from the Utility Special District Board for authorization to release the Request for Qualification (RFQ) to retain professional engineering consultant(s).

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

SECTION 1: That the Utility Special District is hereby authorized to release the Request for Qualification (RFQ) for professional engineering services.

SECTION 2: That the Interim Finance Director is authorized to make payment in the amount of \$200,000 from the Utility Special District Capital Lift Stations account number 413-1438-535-0-6556 and \$100,000 from the Utility Special District Capital Lift Stations (Sewer) account number 412-1438-535-0-6556 and make payment for same.

SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

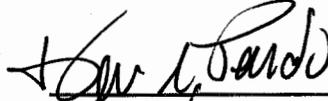
PASSED AND APPROVED this 20th day of JUNE, 2012.

APPROVED:

ABSENT
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


CEDRICK A. THOMAS
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER

ABSENT
SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

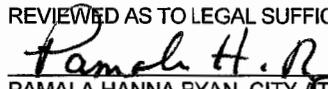
B. BROOKS ABSENT

D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/13/12

RESOLUTION NO. 8-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE UTILITY SPECIAL DISTRICT TO ENTER INTO AN AGREEMENT WITH JOHNSON-DAVIS INC. OF LANTANA, FLORIDA FOR THE WATER, SEWER AND ELECTRICAL WORK FOR THE MARINA UPLANDS UTILITIES PROJECT; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE MARINA DEPARTMENT FUND FOR THE ELECTRICAL PORTION OF THE WORK IN THE AMOUNT OF \$95,500.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE UTILITY SPECIAL DISTRICT FUND FOR THE WATER AND SEWER PORTION IN THE AMOUNT OF \$850,880.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Johnson-Davis, Inc. was awarded Bid #365-12-Marina Upland Utilities Project on July 31, 2012 for water, sewer and electrical services; and

WHEREAS, the Utility Special District has entered into an agreement with Johnson-Davis, Inc. for water and sewer infrastructure in the amount of \$850,880.00 for future development in the area; and

WHEREAS, the City of Riviera Beach Marina Department desires to provide funding for the project in the amount of \$95,500 for the electrical portion of the work associated with the project; and

WHEREAS, the total project is expected to cost approximately \$946,380.00 to complete the multi-phase projects.

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

SECTION 1: That the Utility Special District is hereby authorized to enter into an agreement with Johnson-Davis, Inc. for the Marina Uplands Utilities Project

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

RESOLUTION NO. 8-12UD
PAGE 2

SECTION 3: That the Interim Finance Director is authorized to make payment for electrical work for same under Account Number 128-0000-575-1-6301 for \$15,000.00 and Account Number 424-0000-575-6-6251 for \$80,500.00 for a total payment of \$95,500.00.

SECTION 4: That the Interim Finance Director is authorized to make payment for water costs for same under Account Number 413-1437-533-0-6558 and for sewer costs Account Number 413-1438-535-0-6556 for a total payment of \$850,880.00.

SECTION 5: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

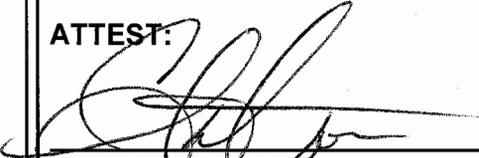
PASSED AND APPROVED this 15th day of AUGUST, 2012

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APPROVED:


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK

ABSENT
DAWN S. PARDO
CHAIR PRO-TEM

ABSENT
CEDRICK A. THOMAS
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

B. BROOKS AYE

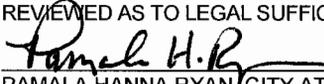
D. PARDO ABSENT

C. THOMAS ABSENT

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN CITY ATTORNEY

DATE: 8/9/12

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 15 day of August, 2012, by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its UTILITY SPECIAL DISTRICT, hereinafter referred to as the DISTRICT, and Johnson-Davis, Inc., Lantana Florida, [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is: 59-1753888.

In consideration of the mutual promises contained herein, the DISTRICT and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to furnish all materials, labor and equipment to construct approximately 1,905 linear feet of various sized water distribution main and appurtenances, approximately 1,006 linear feet of 8" diameter gravity sanitary sewer main, approximately one (1) sewer lift station and appurtenances, together with the installation conduit, precast concrete products, cable, equipment and other electrical appurtenances as more specifically set forth in the Scope of Work and Bid Schedule detailed in Exhibits "A" and "B", respectively, attached hereto and made a part hereof. The performance of the Contract will be completed as more specifically set out in the Invitation to Bid #365-12.

The DISTRICT'S representative/liaison during the performance of this Contract shall be the Executive Director of the City of Riviera Beach Utility Special District, telephone number: (561) 845-4185.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed (NTP); provided the DISTRICT has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the DISTRICT. Construction work shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed (NTP), the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the DISTRICT, not as a penalty, but as liquidated damages, a sum equal to one thousand dollars (\$1,000) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of DISTRICT's actual damages due to delay by CONTRACTOR because it is

difficult, if not impossible, to accurately estimate the actual damages suffered by DISTRICT due to any such delay.

- C. Reports - Reports and other items shall be delivered as required by the project manager and /or the DISTRICT Engineer. The contractor shall be available for periodic meeting not less than 2 times per month.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The DISTRICT agrees to compensate the CONTRACTOR in accordance with the fee proposal/bid amounts set forth in bid schedule documents, Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The DISTRICT shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the DISTRICT in pursuance of the project, without specific, prior written approval of the DISTRICT.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the DISTRICT'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the DISTRICT at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. DISTRICT has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to DISTRICT.
- C. Progress Payments - Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the DISTRICT representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the DISTRICT requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The DISTRICT will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the DISTRICT representative. Invoices will normally be paid within thirty (30) days following the DISTRICT representative's approval.

- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the DISTRICT. This certifies that all services have been properly performed and all charges and costs have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the DISTRICT shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the DISTRICT at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. DISTRICT has no obligation to pay the Final Invoice until a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to DISTRICT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the DISTRICT determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The DISTRICT shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the DISTRICT's representative in the event of substantial failure by the DISTRICT to perform

in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the DISTRICT fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the DISTRICT's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A" or as is specified in the bid, must be made known to the DISTRICT 's representative and written approval, at DISTRICT's sole discretion, must be granted by the DISTRICT's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

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

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

ARTICLE 7 - SUBCONTRACTING

The DISTRICT reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR'S subcontractors must be made known to the DISTRICT's representative and written approval must be granted by the DISTRICT's representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

Once a subcontractor is listed in an ENGINEER's response to an RFP or a BID and the ENGINEER wishes to change a subcontractor, if the response or bid has been accepted by the DISTRICT, then specific approval from DISTRICT staff must be given prior to any change in subcontractors. The DISTRICT shall not unreasonably deny the request. However, the ENGINEER must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the DISTRICT. The DISTRICT will not address issues related to the ENGINEER's specific agreement with the subcontractor including issues of pricing.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the DISTRICT's sole discretion, of the new subcontractor by the DISTRICT.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the DISTRICT has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the DISTRICT to inspect such records and provide such records to the DISTRICT upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The DISTRICT'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. **Builder's Risk.** Contractor shall purchase and maintain Builder's Risk Insurance for all work to be prepared at the Site to the full insurable value thereof. This insurance shall include the interest of the City of Riviera Beach Special Utility District, in the specific materials, construction, labor and final built product, and shall insure against the perils of fire, hurricane, flood, wind-driven rain and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, wind, theft, vandalism and malicious mischief. If not covered under the "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored offsite or in transit when such portions of the work are to be included in an application for payment. The Contractor shall be responsible for policy deductibles.
- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by

the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the DISTRICT.
- E. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.
- F. All insurance, other than Workers' Compensation insurance, to be maintained by the CONTRACTOR shall specifically include the DISTRICT as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at DISTRICT's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by DISTRICT.

The CONTRACTOR further agrees to indemnify and hold harmless the DISTRICT, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the DISTRICT, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by DISTRICT.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The DISTRICT and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the DISTRICT nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the DISTRICT which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be exclusively held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the DISTRICT's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the DISTRICT as to whether the

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the CONTRACTOR. The DISTRICT agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the DISTRICT shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the DISTRICT by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR'S request, the DISTRICT shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the DISTRICT in its sole discretion, the time of completion shall be extended for any reasonable time that the DISTRICT, in its sole discretion, may decide; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the DISTRICT or its employees, or by any other contractor employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

The Contractor must anticipate there could be slight deviations from the Manufacturer's and/or Installation Contractors projected delivery schedules, such deviations assumed to be no more than 2-3 days. In the event there is a delay in delivery of product or installation beyond 3 days as a result of the manufacturing/installation process, not relating to weather or other unforeseeable conditions, the DISTRICT will consider an extension of time and possible compensation for equipment and personnel while standing by if completely justified by the Contractor. Extensions of time and/or issuance of compensation for standby time will not be considered if the DISTRICT determines there are other work items that could be performed by the Contractor while waiting for the delivery or installation of other products. Should the DISTRICT agree to compensation for standby time, the Contractor must provide daily logs or field reports

documenting the dates of standby plus any or all documentation to support the Contractor's cost for standby, including but not limited to actual cost of equipment, personnel and other expenses. The DISTRICT will issue compensation for standby at the lesser of actual cost documented by the Contractor or \$500.00 per day.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the DISTRICT's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the DISTRICT's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the DISTRICT under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the DISTRICT's expense shall be and remain the DISTRICT's property and may be reproduced and reused at the discretion of the DISTRICT.

The DISTRICT and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

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

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128 of the Florida Statutes. Proof of such licenses and approvals shall be submitted to the DISTRICT's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The DISTRICT reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the DISTRICT's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the DISTRICT of any estimated change in the completion date; and, (3) advise the DISTRICT if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the CONTRACTOR shall suspend work on that portion of the scope of work affected by a contemplated change, pending the DISTRICT's decision to proceed with the change.

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the DISTRICT's designated representative and approved by the UTILITY SPECIAL DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed to:

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o LOUIS C. AURIGEMMA, P.E., EXECUTIVE DIRECTOR
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**JOHNSON-DAVIS, INC.
c/o SCOTT J. JOHNSON, PRESIDENT
604 HILLBRATH DRIVE
LANTANA, FL 33462**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The DISTRICT and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the DISTRICT.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the DISTRICT with satisfactory evidence that such excess risk has been protected in an acceptable manner.

2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
3. For projects that do not exceed \$500,000.00, the DISTRICT will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the DISTRICT substitute another bond and surety company, at no cost to the DISTRICT, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The DISTRICT'S representative and the DISTRICT'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the DISTRICT, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the DISTRICT Representative and DISTRICT Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and DISTRICT Representative or DISTRICT Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of DISTRICT Representative or DISTRICT Engineer, such work must be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the installation of the potable water, sanitary sewer, electrical, lighting and fire protection systems shall be guaranteed by the product Manufacturer, if any, for a minimum period of 1 year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material defect and workmanship for a period of 1 year with Upon receipt of notice from the DISTRICT of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the DISTRICT. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the DISTRICT, the DISTRICT may accomplish the work at the expense of the CONTRACTOR. The CONTRACTOR shall provide the DISTRICT with a written warranty of its work and with a copy of the manufacturer's warranty as it relates to the materials and parts used to construct the seawall/bulkhead.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

DISTRICT and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract

require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. DISTRICT and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and DISTRICT may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Scott J. Johnson, hereby represents to the DISTRICT that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the contract in its entirety and all attachments in the Bid Documents, Technical Specifications, Construction Manual and Addenda as contained in the City of Riviera Beach Bid #365-12. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and any other applicable requirements. To the extent that there exists a conflict between this Contract and the Contractors response to the City's Bid # 365-12, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the UTILITY SPECIAL DISTRICT BOARD OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the DISTRICT of the occurrence of any event of default within ten (10) days of CONTRACTOR'S notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the DISTRICT, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The DISTRICT, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The DISTRICT reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

CONTRACTOR agrees and recognizes that DISTRICT may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by DISTRICT may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Sub recipient Requirement information by CONTRACTOR to DISTRICT. CONTRACTOR agrees to fully cooperate with DISTRICT in any requests of DISTRICT to fulfill DISTRICT's Sub recipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Sub recipient Requirement information to DISTRICT by CONTRACTOR may result in the DISTRICT failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, DISTRICT AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. DISTRICT AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

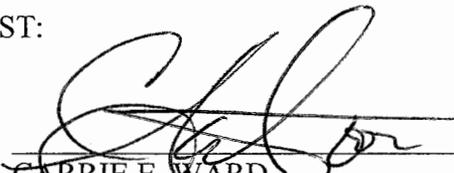
CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

CONTRACTOR: JOHNSON-DAVIS, INC.

BY: 
BILLIE E. BROOKS,
BOARD CHAIRWOMAN
UTILITY SPECIAL DISTRICT

BY: 
SCOTT J. JOHNSON
PRESIDENT

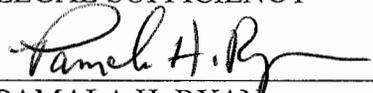
ATTEST:

BY: 
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
LOUIS C. AURIGEMMA, P.E.
EXECUTIVE DIRECTOR, UTILITY DISTRICT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

Date: 8/9/12

EXHIBIT "A"

SCOPE OF WORK

MARINA UPLAND UTILITIES

Furnish all materials, labor and equipment to construct approximately 1,905 linear feet of various sized water distribution mains and appurtenances, approximately 1,006 linear feet of 8" diameter gravity sanitary sewer main, approximately one (1) sewer lift station and appurtenances, together with the installation conduit, precast concrete products, cable, equipment and other electrical appurtenances as specified in the drawings and specifications prepared by Sun-Tech Engineering Inc. and Sea Diversified, Inc., as part of the Bid #365-12 package.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

Exhibit B

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

BID SCHEDULE
CITY OF RIVIERA BEACH
MARINA UPLAND UTILITIES
IFB NO.: 365-12

CONTRACTOR: Johnson-Davis, Inc.

NO	DESCRIPTION	QUANT.	UNIT PRICE	UNIT	TOTAL LINE ITEM BID AMOUNT
1.0	Mobilization, Bonds and General				
1.1	Mobilization / Demobilization	1	35,000 ⁰⁰	LS	35,000
1.2	Insurance, Bonding, License Fees, and Other Miscellaneous Items not otherwise included in this schedule.	1	35,000 ⁰⁰	LS	35,000
1.3	Erosion and sedimentation control and maintenance	1	2,000 ⁰⁰	LS	2,000
1.4	Demolition and removal as specified on plans	1	6,500 ⁰⁰	LS	6,500
1.5	Retaining wall design and construction	1	6,500 ⁰⁰	LS	6,500
1.6	Pre-and post-construction video maintenance of traffic (MOT)	1	2,000 ⁰⁰	LS	2,000
1.7	Federal, State, County and City Permits	1	9,000 ⁰⁰	LS	9,000
Total Mobilization, Bonds and General					154,500 <i>\$water</i>
2.0	Sanitary Sewer System				
Per Plans and Specifications including but not limited to new 8" PVC SDR 26 sewer main piping, pre-cast manholes, exterior and interior coating, television inspections, testing, as-builts as well as pavement restoration per City's					
2.1	Sewer Lift Station (see notes)		210,000	LS	210,000
2.2	Pre-Cast Manholes including interior and exterior coatings				
2.2.1	San. Manhole (0' - 6')	2	3,000 ⁰⁰	EA	6,000
2.2.2	San. Manhole (6' - 8')	2	3,500 ⁰⁰	EA	7,000
2.2.3	San. Manhole (8' - 10')	1	4,500 ⁰⁰	EA	4,500
2.2.4	San. Manhole (10' - 14') (Cut-in Drop MH)	2	7,500 ⁰⁰	EA	15,000
2.2.5	San. Manhole (10' - 14')	1	6,000 ⁰⁰	EA	6,000
2.3	SDR 26 Sewer Main				
2.3.1	8" PVC sewer main (0' - 6' cut)	200	50 ⁰⁰	LF	10,000
2.3.2	8" PVC sewer main (6' - 8' cut)	404	60 ⁰⁰	LF	24,240
2.3.3	8" PVC sewer main (8' - 10' cut)	183	80 ⁰⁰	LF	14,640
2.3.4	8" PVC sewer main (10' - 14' cut)	239	100 ⁰⁰	LF	23,900
2.4	Force main including piping, valves, fittings and taps to extend the force main from the wet well to the existing 8" force main.	1	12,000 ⁰⁰	LS	12,000
2.5	Television Inspections, pavement restoration per City criteria, and any other items pertaining to the sanitary system not specifically itemized above.	1	100,000 ⁰⁰	LS	100,000
Total Sanitary Sewer System					431,680 <i>\$sewer</i>

BID SCHEDULE
CITY OF RIVIERA BEACH
MARINA UPLAND UTILITIES
IFB NO.: 365-12

JOHNSON-DAVIS, INC.
 604 Hillbrath Drive
 Lantana, FL 33462
 Phone (561) 588-1170
 Fax (561) 585-5252

CONTRACTOR: Johnson-Davis, Inc.

NO	DESCRIPTION	QUANT.	UNIT PRICE	UNIT	TOTAL LINE ITEM BID AMOUNT
3.0	Water Distribution System				
	Per Plans and Specifications including but not limited to piping, valves, fittings, lap connection to the existing water main, precast meter box, meters, RPZ backflow preventer, hose Bibb, concrete bollards, all required testing, chlorination, as-builts and certifications, connection / coordination to Marina system, removal and disposal of existing water main and pavement restoration.				
3.1	HDPE Water Main				
3.1.1	4" HDPE watermain w/ appurtenances	180	30 ⁰⁰		5400 ⁰⁰
3.1.2	6" HDPE watermain w/ appurtenances	25	40 ⁰⁰		1000 ⁰⁰
3.1.3	8" HDPE watermain w/ appurtenances	775	50 ⁰⁰		38,750 ⁰⁰
3.1.4	8" PVC watermain w/ appurtenances	925	50 ⁰⁰		46,250 ⁰⁰
3.2	Other				
3.2.1	4" Gate valve w/ Box	5	1200 ⁰⁰		6000 ⁰⁰
3.2.2	8" Gate valve w/ Box	3	1500 ⁰⁰		4500 ⁰⁰
3.2.3	8" Plug	4	200 ⁰⁰		800 ⁰⁰
3.2.4	12" x 8" Tapping Sleeve and Valve	2	5000 ⁰⁰		10,000 ⁰⁰
3.2.5	4" DDCV	2	5000 ⁰⁰		10,000 ⁰⁰
3.2.6	Fire Hydrant Assembly inc. 8" Gate valve	6	4000 ⁰⁰		24,000 ⁰⁰
3.2.7	Fire Dept. Connection	2	2500 ⁰⁰		5000 ⁰⁰
3.2.8	4" Water meter / service	2	10,000 ⁰⁰		20,000 ⁰⁰
3.2.9	Sample Points	6	500 ⁰⁰		3000 ⁰⁰
3.2.10	Connection to existing 4" watermain	1	2000 ⁰⁰		2000 ⁰⁰
3.3	Meters, RPZ backflow preventer, hose bibb, concrete bollards, all required testing, chlorination, as-builts and certifications, connection / coordination to Marina system, removal and disposal of existing watermain, pavement restoration per City criteria and any other items pertaining to the water system not specifically itemized above.		88,000 ⁰⁰	LS	88,000 ⁰⁰
Total Water Distribution System					264,700⁰⁰ <i>water</i>

SUMMARY	LUMP SUM BID AMOUNT
Mobilization, Bonds and General	154,500 ⁰⁰
Sanitary Sewer System	431,680 ⁰⁰
Water Distribution System	264,700 ⁰⁰
TOTAL WATER AND SEWER	850,880⁰⁰

**BID SCHEDULE
CITY OF RIVIERA BEACH
MARINA UPLAND UTILITIES
IFB NO.: 365-12**

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CONTRACTOR: Johnson-Davis, Inc.

NO	DESCRIPTION	QUANT.	UNIT PRICE	UNIT	TOTAL LINE ITEM BID AMOUNT
4.0	Electrical				
4.1	Mobilization / Demobilization	1	2000 ⁰⁰	LS	2000 ⁰⁰
4.2	Installation of conduit and precast concrete products. Furnish and install Comcast materials. Install FPL provided materials. Includes all conduit, pull strings, markers, concrete transformer pads, pull boxes, splice boxes, etc. as required for a complete system. Include associated mobilization and demobilization.	1	6500 ⁰⁰	LS	6500 ⁰⁰
4.3	Installation of FPL provided cable and equipment as required for a fully operational system acceptable to FPL and the City. Include associated mobilization and demobilization. Does not include any Comcast cable or equipment.	1	2500 ⁰⁰	LS	2500 ⁰⁰
4.4	Insurance, Bonding, License Fees, and Other Miscellaneous Items not otherwise included in this schedule.	1	1500 ⁰⁰	LS	1500 ⁰⁰
4.5	Permit Fees (Refer to City Fee Schedule)	1	200 ⁰⁰	LS	200 ⁰⁰
Total Electrical					95,000⁰⁰ <i>Electric</i>

BASE BID:

Total Water, Sewer and Electrical

946,380⁰⁰ *A*

BASE BID IN WRITING:

Nine hundred forty six thousand three hundred
Eight dollars and 00/100

NOTE

Cost for the construction of New Lift Station shall be as per Plans and in accordance with the Specifications, including (but not limited to) supplying and installing a new pre-cast concrete wet-well and valve vault including excavation, dewatering, backfill and compaction, concrete filets and gravity sewer connection. The lump sum amount shall also include supplying and installing two (2) new submersible pumps, base plates, T-bar guide rails, support bars, force main piping and fittings, pump-out piping and fittings, all anchors, bolts, hardware, odor control, new concrete top slab with hatches and 6" thick concrete slab within lift station enclosure, 6' high black vinyl coated chain-link fence and (2) 8' wide swing gates, control panel and electrical wiring design and installation and RTU. Asphalt, limerock and curb removal and installation of topsoil and sod (St. Augustine grass). Clean and prepare wet-well and valve vault surfaces and apply epoxy coatings on all surfaces as specified.

Bid schedule has been prepared to include major components of work.
It shall be the Contractor's responsibility to review plans and specifications and to bid accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Michael Callaway, CIC Weekes & Callaway, Inc. 3945 West Atlantic Avenue Delray Beach FL 33445-3902	CONTACT NAME: Lorraine Prager	
	PHONE (A/C, No, Ext): (561) 278-0448 FAX (A/C, No): (561) 278-2391 E-MAIL ADDRESS: lprager@weekescallaway.com	
INSURED Johnson Davis, Inc. 604 Hillbrath Drive Lantana FL 33462	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A National Fire Ins Co of Hfd	20478
	INSURER B Continental Casualty Company	20443
	INSURER C Amerisure Insurance Company	19488
	INSURER D Continental Insurance Company	35289
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 Liability Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	4034930892	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MEDEXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BLANKET ADDITIONAL INSURED ENDORSEMENT BLANKET WAIVER OF SUBROGATION			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> LIMITED POLLUTION						
<input type="checkbox"/> WORKSITE							
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY		X	5083043699	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
							<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		X	5083043671	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						
							<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
							DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC20813900	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OWNED EQUIPMENT			5083403685	3/1/2012	3/1/2013	LIMIT 4,564,976
	INSTALLATION FLOATER						LIMIT 100,000
							BLANKET ALL JOB SITES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: PROJECT NAME: MARINA UPLANDS UTILITIES PROJECT, BID#365-12.

CITY OF RIVIERA BEACH SPECIAL UTILITY DISTRICT IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION, 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM. ALL OF THE ABOVE IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT C/O LOUIS C. AURIGEMMA, P.E., EXECUTIVE DIRECTOR 600 WEST BLUE HERON BOULEVARD RIVIERA BEACH, FL 33404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Michael Callaway CI

ACORD 25 (2010/05)

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INS025 (201005) 01

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