RESOLUTION NO. 01-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH UNDERWATER SOLUTIONS, INC. OF MATTAPOISSETT, MASSACHUSETTS BY PIGGY-BACKING ON THEIR CONTRACT WITH THE ORLANDO UTILITIES COMMISSION OF ORLANDO, FL. IN AN AMOUNT NOT TO EXCEED $37,090 FOR UNDERWATER INSPECTION AND CLEANING OF THE WATER STORAGE FACILITIES; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1437-533-0-4607; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Underwater Solutions, Inc. was awarded a contract to provide Water Tanks Inspection and Cleaning Services to the Orlando Utilities Commission on January 9, 2014; and

WHEREAS, this contract allows Underwater Solutions, Inc. to supply the subject services to other agencies under the same conditions and prices; and

WHEREAS, the City of Riviera Beach Utility Special District wishes to piggyback off of the Orlando Utilities Commission contract, and

WHEREAS, the Utility Special District owns and operates four (4) one-million gallon ground water storage tanks and four (4) clearwells in the Water Treatment Plant; and

WHEREAS, as outlined in the Florida Department of Environmental Protection (DEP) Chapter 62-555.350, suppliers of water shall operate and provide maintenance to their public water supply systems;

WHEREAS, regulatory requirements states that storage infrastructure shall be cleaned at least once every five (5) years to remove biogrowths, calcium or iron/manganese deposits and sludge from inside of the tanks; and

WHEREAS, Underwater Solutions, Inc. is a specialized diving inspection firm that holds all current certifications, safety records, safety and sanitation plans to perform the work without suspending operations of the water purveyor.

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

SECTION 1: That the Utility Special District Board approves the contract for Underwater Solutions Inc. in an amount not to exceed $37,090 to provide Underwater Inspection and Cleaning of the Water Storage Facilities via a piggy-back of the Orlando Utilities Commission awarded on January 9, 2014.

SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and Underwater Solutions, Inc.

SECTION 3: The District Finance Director is authorized to make payment for same from 411-1437-533-0-4607 in the amount of $37,090.

SECTION 4: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 17th day of February, 2016.

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RESOLUTION NO. 01-16UD

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

TERENCE D. DAVIS
CHAIR PRO-TEM

BRUCE A. GUYTON
BOARD MEMBER

KaSHAMBA L.MILLER-ANDERSON
BOARD MEMBER

CEDRICK A. THOMAS
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON	TARDY
K. MILLER-ANDERSON	AYE
C. THOMAS	AYE
D. PARDO	AYE
T. DAVIS	TARDY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S., DISTRICT ATTORNEY

DATE: 2/17/16

MATERIALS AND/OR SERVICE CONTRACT

THIS CONTRACT made and entered into this 17th day of February, 2016 by and between **UNDERWATER SOLUTIONS, INC.,** hereinafter referred to as **"Independent Contractor,"** whose mailing address is P.O. Box 208, Mattapoisett, MA 02739 and the **UTILITY SPECIAL DISTRICT OF RIVIERA BEACH, FLORIDA,** a municipal corporation, hereinafter referred to as **"District,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, Orlando Utilities Commission posted a Request for Proposal, to wit, RFP No.: 14 3615 OQ, hereinafter the "RFP" for Water Tanks Inspection and Cleaning Services, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible proposer; and

WHEREAS, the RFP allowed for and encouraged the successful proposer to extend such terms and conditions to other governmental agencies; and

WHEREAS, Independent Contractor desires to extend such to the District.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the RFP.

2. To the extent that there exists a conflict between the RFP and this Contract, 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.

3. That the City does hereby retain the services of the Independent Contractor for the purpose of Water Tanks Inspection and Cleaning Services as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.

4. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the District, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($100) for each day elapsing between 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 section 21, herein.

5. The District agrees to compensate the Independent Contractor in the amount of $37,090.00, as set forth in more detail in the fee proposal, attached hereto as Attachment A. 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 Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District in pursuance of the scope of work contained in herein or in an exhibit.

6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.

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

8. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of the Independent Contractor's personnel (and all Subcontractors) while on District premises will comply with all District requirements governing conduct, safety and security.

9. The Independent Contractor agrees that 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the District.

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

LOUIS AURIGEMMA, EXECUTIVE DIRECTOR
CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404
laurigemma@rivierabch.com

and if sent to the Independent Contractor shall be mailed (and emailed) to:

DAVID M. CORNISH, DIRECT OF OPERATIONS
PO BOX 208
70 NORTH STREET
MATTAPOISETT, MA 02739
office@underwatersolutionsinc.com

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

12. Prior to execution of this Contract by the District the Independent Contractor shall provide certificates evidencing insurance coverages 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 Independent 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 Independent Contractor of its liability and obligations under this Contract.

13. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the Independent 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 Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

14. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the Independent 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-owed automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

16. All insurance, other than Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the District as an "Additional Insured."

17. The Independent Contractor shall indemnify and save harmless and defend the District, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

18. The Independent Contractor further agrees to indemnify, save harmless and defend the District, its agents, servants 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 Independent Contractor not included in the paragraph above and for which the District, its agents, servants or employees are alleged to be liable. Nothing contained in this provision 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.

19. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent 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 Independent Contractor's request, the District shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the District, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the District's rights to change,

terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process 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 Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the District may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

20. The Independent 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.

21. The District reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the District's notification of a contemplated change, the Independent 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 effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the District so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the District's decision to proceed with the change.

22. If the District elects to make the change, the District shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the USD Board of Directors for the District.

23. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the District against defects in design, workmanship, or materials. Upon receipt of notice from the District of failure or defect 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 Independent Contractor at no expense to the District. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the District, the District may accomplish the work at the expense of the Independent Contractor.

24. If applicable, the Independent 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 Independent 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.

25. Until acceptance of the work by the District, the District's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent 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.

26. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

27. 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.

28. 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. Moreover, in the event of litigation arising from this Contract, all parties voluntarily and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this Contract.

29. In accordance with Palm Beach County ordinance number 2011-009, the Independent Contractor understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Independent Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The contractor further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the District to be a material breach of this Contract justifying its termination.

30. This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, Independent Contractor shall continue to disclose to the District any possible conflicts of interests. The Independent Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the District.

31. The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the District to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the District all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

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

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the DISTRICT AND CONSULTANT unto this AGREEMENT have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

BY: _____
DAWN S. PARDO
CHAIRPERSON

UNDERWATER SOLUTIONS, INC.

BY: _____ 2-12-16
DEBORAH J. CORNISH
PRESIDENT

ATTEST:

(SEAL)

BY: _____
CLAUDENE L. ANTHONY, CMC
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN, B.C.S.
DISTRICT ATTORNEY

DATE: 2/22/16

APPROVED AS TO TERMS AND
CONDITIONS

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

_____
Purchasing Dept. initials

SCOPE OF WORK

Riviera Beach Utility District
Diving Inspection and Cleanings of (4) Potable Water Storage Tanks & (4) Process Water Clearwells

1.1 GENERAL

It is anticipated that eight (8) water storage tanks (located at 5 different facilities) will be cleaned under this contract. Riviera Beach currently has four concrete above grade water storage tanks and four below grade concrete water clearwells. Above grade tanks are cylindrical and range in height to approximately 30' above grade. The below grade tanks are rectangular in shape and are shallow below grade clearwells. The location of the tanks will be issued to the awarded contractor upon written request. Riviera Beach Utility District reserves the right to postpone cleaning of any or all water storage tanks if weather conditions, fire hazard or operational needs dictate. Riviera Beach Utility District reserves the right to delay the cleaning of any storage tank if conditions warrant such action at that water storage site. The water storage tanks are to be cleaned and inspected by certified divers & Florida professional engineer while they are in service. The contractor shall provide all labor, equipment, and materials necessary to provide vacuum cleaning of the tank, sediment sampling and laboratory analysis, and disposal of liquid material removed from each water storage tank, and disposal of solid materials removed from each water storage tank. The Contractor shall dispose of sediment in accordance with all applicable laws and regulations. Upon completion of the cleaning and inspections, the contractor shall provide a written insured report documenting the findings during the inspection, and an album of photographs, both underwater and above the water surface of the tank interior to include the dome and showing before and after photos of each tank. Photographs of the tank exterior after cleaning shall be included. Report and photo albums shall be in both electronic and hard copied format as specified herein.

1.2 PROJECT MANAGEMENT

The Utility District will have personnel on site during the cleaning but the Contractor shall conduct all cleaning operations site management and dive operations. The entire cleaning operation and material disposal shall be the responsibility of the Contractor.

1.3 SUBMITTALS

Prior to the start of work under this contract, the Contractor shall prepare and submit the following documents for Orange County to review:

- O.S.H.A. compliant Safety Plan
- Evacuation Plan
- Sanitization Plan
- Dive Plan including logs
- Cleaning Plan
- Physician letter for each diver stating the diver has been cleared to work in potable water (not older then1 year)
- Background Checks on all employees.

- Certified letter stating Diving Gear has never been in any environment other than in potable water.

In particular, the Dive Plan and/or Safety Plan shall include a procedure for rescue of any diver who needs to be rescued from inside a water storage tank for two cases: a tank having a fixed access ladder inside the tank, and a tank with no inside access ladder in which the Contractor provides temporary diver access using a method such as a temporary access ladder tied to the roof hatch of the tank. The work shall not begin until the Utility District has reviewed and accepted these initial documents.

1.4 SPECIFICATIONS

1. All work performed shall strictly comply with State of Florida regulation 62-555 requirements, Attachment A. AWWA standard for disinfection of water storage facilities section 5: Disinfection Procedures and AWWA Standard 110-04 Section 6.4: Inspection during routine maintenance.

2. All diving equipment and clothing shall be dedicated for the sole purpose of inspection of potable water treatment or storage facilities. Dive equipment and clothing shall have only been used in potable water or shall be new. Certification history on all equipment shall be readily available and shall be furnished upon request and the items shall be available for inspection.

3. Capability to use external air supplied equipment is required.

4. Diving clothing shall be of the dry suit type and be free from tears, scrapes, unrepaired areas, or other imperfections that may impair the integrity of the suit.

5. Divers must have capability for full time voice communications between surface support and diver(s).

6. All equipment and clothing shall be disinfected with a 200 ppm. chlorine solution immediately prior to entry into the tank. The diver and the clothing shall be disinfected after the diver is suited up. The dive suit shall completely encapsulate the diver with no bare skin exposed, including hands. There shall be no contact of the mouth or head with the water during the inspection. The head shall be fully encapsulated by a helmet or dry suit hood with full face mask. Between uses, all equipment and clothing dedicated for potable water, underwater inspection work shall be stored in a manner that prevents both chemical and bacteriological contamination.

7. All personnel on the dive team shall be free of communicable diseases and shall not have been under a physician's care within the seven-day period prior to entering the facility. No person who knowingly has an abnormal temperature or symptom of illness shall work in a potable water storage facility.

8. The Utility District shall not be responsible for nor make any payments for normal wear and tear or routine maintenance of Contractor equipment.

1.5 CLEANING AND INSPECTION

The scope of work shall include the tasks described herein for each storage tank to be cleaned. Prior to the initiation of work the Utility District will select the order in which the tank will be cleaned. The contractor shall coordinate mobilization with the District's Representative. Storage tank cleaning shall commence after the Contractor mobilizes onto the site(s) and sets up its equipment for the cleaning work. Tank cleaning shall be by a diver using surface supplied air, and shall include vacuum removal of all sediment and removal by hand of any debris too large to be vacuumed up. Sediment shall be measured and documented. Cleaning shall be performed using a vacuum that will not exceed 350 gpm, divers are not permitted to wear fins during the cleaning operation. No turbidity created by silt clouds will be permitted during the cleaning operation. The Contractor must provide certified water health analysis, two (2) sediment samples for analysis no less than 50 feet apart on opposite sides and chlorine residuals at different levels. Analysis must be performed by a certified laboratory. The dive operation shall include an audio system to permit two-way communication to relay specific requests to the diver, and a camera shall allow those outside the tank to see what the diver is looking at on a screen in the dive vehicle or equipment trailer. The Contractor shall have the capability to record (with live narration) and photograph all diver activities. All diver inspection activities and selected diver cleaning activities shall be recorded, and selected tank interior views shall be photographed, both above and below water level.

Following or during cleaning, the Contractor shall conduct a comprehensive water storage tank inspection of exterior and interior features including as a minimum the inlet/outlet pipe, overflow pipe, other interior piping, ladder, personnel entrance hatches on walls and interior roof, columns, floor, wall, seams, roof structure, etc. The inspection shall be documented and photographed both digitally and/or by 35 mm film. The Contractor shall provide an electronic album of numbered photos and a written report (insured) of the inspection results, with the report cross referenced to the photographs. Each inspection report shall be furnished in Microsoft word electronic format, latest revision, and shall contain a comprehensive discussion of the condition of the water storage tank, with particular attention to interior elements and interior surfaces. All CD'S photograph albums, and reports shall become the property of the Riviera Beach Utility District.

1.6 OTHER PROJECT REQUIREMENTS

The Contractor's personnel and equipment will be allowed reasonable access to the work site during normal business hours. Unless otherwise agreed by both parties, normal business hours shall include an eight-hour workday during the interval of 7:30 AM and 4:00 PM hours, excluding the City of Riviera Beach holidays. Diving operations shall be performed in accordance with the submitted project dive plan. The Contractor shall be responsible for all site safety, spill containment precautions, decontamination of equipment and diver, and protection of water quality from tank cleaning activities. The Contractor shall be responsible for the water quality in the storage tank during cleaning and from diver and equipment contact with the water. No dive suit that leaks shall be allowed into a drinking water storage tank. The Contractor shall provide a certified letter stating Diving Gear has never been in any environment other than in potable water. The Contractor shall furnish all diver lift

equipment required for tank roof access, and/or a portable (and disinfected) ladder for tank interior access. For each storage tank to be cleaned, the Contractor shall obtain the necessary access information during a pre-job site visit with the Utility District.

1.7 SITE SECURITY

The Contractor shall comply with the Home Land Security Act and Utility District protocol for personnel identification, site access control, and contractor deliveries. The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed, and who shall ensure that requirements of this section are met. This individual may be the superintendent. For each day of on-site work, all Contractor, subcontractor and delivery personnel shall sign a daily sign-in log furnished by the Utility District Designee. Each daily log shall include: individuals' full name, company and company phone number. All personnel associated with the work, except for any diver while wearing a dive suit, shall be required to wear identification badge at all times while working at the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times. Upon request, badges shall be shown to Utility District staff or security officers. Persons without badges shall be required to immediately leave the site unless the Utility District representative or the Contractor's site security monitor can verify that the person is required on site. For short term, unplanned or emergency access as determined by the Contractor and approved by the Utility District, the Contractor's site superintendent shall verify the identity of the visitor to Utility District site manager. The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current Driver's License or a state issued Identification Card.

Background Checks: The Contractor shall provide as allowed by law a background check on all employees that enter the site. Utility District reserves the right to deny access to the site to any person as allowed by law. These background checks shall be done at the contractor's expense.

The background check shall include:

<u>Background Check</u>

- LEVEL 1 (Past 5 years)
- Identification Verification
- Selective Service Status (registered/unregistered)
- FDLE Automated Criminal Record – Not performed when ordering a LEVEL II check
- Clerk of Courts by County of Residence
- Employment Verification
- DMV by State of residence
- Military Service Verification
- Professional License & Certification Check

Drug Screen – Five Panel

- Amphetamines
- Cocaine Metabolites
- Marijuana Metabolites
- Opiate Metabolites
- Phencyclidine

Site Access Control: At the end of each workday, any gates, hatches, doors, windows, man ways, and exterior ladders, etc. shall be secured, closed, and locked. Any alarmed system which is activated or disabled during the workday shall be tested in conjunction with the Utility District designee. At the end of each workday the Contractor shall secure all equipment, hazardous materials, tools, materials, and flammable fluids. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials, and flammable fluids.

The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license).

Vehicle and Equipment Search: All vehicles and packages shall be subject to search by Utility District designated security personnel. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on Utility District property may be searched for items that may pose a threat to the facility or to personnel.

Photo Control; Contractor shall not distribute any project photographs, images or video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project. Contractor shall obtain the written consent of Utility District prior to distribution of photographs, images or video to outside or third parties. This need for prior written consent includes, but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project

INDIVIDUAL PRICING PER TANK

North Singer Island 1-Million Gallon Water Storage Tank		$4,210
Plant 1-Million Gallon Water Storage Tank		$4,210
Avenue "U"- Million Gallon Water Storage Tank		$4,210
Avenue "C"- Million Gallon Water Storage Tank		$4,210
Control Room Filters #1 -#4 170,000 Gallon Clearwell		$4,210
Filters #5 -#8 86,400 Gallon Clearwell		$4,210
High Service Filters #9-#16 258,800 Clearwell		$4,210
Air Stripper 100,000 Gallon Clearwell		$4,210
	SUBTOTAL	$33,680*

Should Line sediment exist requiring additional time for cleaning beyond the (1) day timeframe allotted per clearwell, an additional rate will be invoiced for each required day at: $4,210.00 per day

*Price quotation includes Underwater Solutions Inc. providing a Florida State P.E. signature on all inspection reports

PROPOSAL FOR THE DISPOSAL OF SEDIMENT SITE WATER TREATMENT PLANT

Roll-Off container with poly liner, to include drop off:	$890/per container
Geotextile Bags:	$240/each
Disposal, transportation and recovery fee, to include first ton:	$575/each container
Disposal after first ton:	$75/per ton

PROPOSAL FOR THE DISPOSAL OF SEDIMENT SITE: AVENUE U LOCATION

Roll-Off container with poly liner, to include drop off:	$890/per container
Geotextile Bags:	$240/each
Disposal, transportation and recovery fee, to include first ton:	$575/each container
Disposal after first ton:	$75/per ton

RESOLUTION NO. 02-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT ("THE DISTRICT"), PALM BEACH COUNTY, FLORIDA, DESIGNATING STIFEL, NICHOLAUS & COMPANY, INC. AND SIEBERT BRANDFORD SHANK & CO., LLC TO PROVIDE UNDERWRITER SERVICES FOR THE RIVIERA BEACH UTILITY SPECIAL DISTRICT SERIES 2016 REVENUE BONDS; AND AUTHORIZING THE CHAIRPERSON OF THE BOARD AND DISTRICT CLERK TO EXECUTE A BOND PURCHASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an SPJ 59515 was circulated on December 4, 2015 by Public Financial Management for Underwriter Services related to the Utility Special District Series 2016 Revenue Bonds, and

WHEREAS, proposals were received on December 28, 2015 and evaluated by the Selection Committee on January 21, 2016, and

WHEREAS, the Selection Committee evaluated and ranked the submittals based on experience of the firm's primary personnel, experience with similar transactions, credit/marketing analysis and pricing, and

WHEREAS, the number one ranked group was Stifel. Nicholaus & Company, Inc. and Siebert Brandford Shank & Co., LLC and staff is recommending that the Board select them as the Underwriters for the Utility Special District Series 2016 Revenue Bonds.

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

SECTION 1. The District designate as Underwriters Stifel. Nicholaus & Company, Inc. and Siebert Brandford Shank & Co., LLC for the Utility Special District Series 2016 Revenue Bonds and that the Chairperson and District Clerk enter into a Bond Purchase Agreement with Stifel. Nicholaus & Company, Inc. and Siebert Brandford Shank & Co., LLC as the Underwriters for Utility Special District Series 2016 Revenue Bonds.

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

PASSED AND APPROVED THIS 17th DAY OF FEBRUARY, 2016.

RESOLUTION NO. 02-16UD

APPROVED:

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

TERENCE D. DAVIS
CHAIR PRO TEM

BRUCE A. GUYTON
BOARD MEMBER

KASHAMBA L. MILLER-ANDERSON
BOARD MEMBER

CEDRICK A. THOMAS
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON	TARDY
K. MILLER-ANDERSON	AYE
C. THOMAS	AYE
D. PARDO	AYE
T. DAVIS	TARDY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S., DISTRICT ATTORNEY

DATE: 2/17/16