

**RESOLUTION NO. 04-16UD**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO APPROVE THE TRANSFER OF \$24,999 FROM THE UTILITY SPECIAL DISTRICT'S CONTINGENCY ACCOUNT TO THE PROFESSIONAL SERVICES ACCOUNT TO RETAIN THE SERVICES OF BROWN & ASSOCIATES, P.A. TO SERVE AS SPECIAL LEGAL COUNSEL TO THE RIVIERA BEACH UTILITY SPECIAL DISTRICT TO ADDRESS WATER QUALITY ISSUES; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO TRANSFER THESE FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, during the City of Riviera Beach Utility Special District's meeting of May 19, 2016, the Board of Directors of the City of Riviera Beach Utility Special District entered into an agreement with Brown & Associates, P.A. to serve as a special legal counsel to the District to address water quality issues resulting from the imposition of fines imposed on the District by the State of Florida Department of Health Palm Beach County; and

**WHEREAS**, the legal services to be rendered will not exceed \$24,999 and funds will need to be transferred from the District's Contingency account to Professional Services account to pay for such legal services rendered by Brown & Associates, P.A.

**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 Board of Directors authorize the transfer from the District's Contingency account to Professional Services account in the amount of \$24,999 as follows:

From: Contingency	411-1417-536-0-5999	(\$24,999.00)
To: Professional Services	411-1417-536-0-3106	\$24,999.00

**SECTION 2:** That the District's Director of Finance is authorized to make payments for same from Professional Services Account Number 411-1417-536-0-3106 in the amount not to exceed \$24,999.00.

**SECTION 3:** This resolution shall take effect upon its passage and approval by the Utility Special District's Board of Directors.

**PASSED AND APPROVED this 20<sup>th</sup> Day of JUNE, 2016.**

APPROVED:

TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

LYNNE L. HUBBARD  
BOARD MEMBER

TONYA DAVIS JOHNSON  
BOARD MEMBER

DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO NAY

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 6/20/18

RESOLUTION NO. 05-16UD

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC. OF WEST PALM BEACH, FLORIDA; ALLOWING FOR PAYMENT OF INVOICES FOR WORK PREVIOUSLY COMPLETED BY AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN AMOUNT NOT TO EXCEED \$150,000.00 FROM ACCOUNT NO. 412-1437-533-0-6405; AND PROVIDING A REVISED EFFECTIVE DATE OF DECEMBER 15, 2015.**

**WHEREAS**, Aquifer Maintenance & Performance Systems, Inc. was awarded a contract to provide Well, Pump and Motor Rehabilitation Services to the City of Palm Bay, Florida, on August 1, 2012; and

**WHEREAS**, this contract allows Aquifer Maintenance & Performance Systems, Inc., to supply the subject services to other agencies under the same conditions and prices; and

**WHEREAS**, the City of West Palm Beach was awarded a piggy-back contract with Aquifer Maintenance & Performance Systems, Inc. to provide Well, Pump and Motor Rehabilitation Services on February 8, 2012; and

**WHEREAS**, the City of Riviera Beach Utility Special District wishes to piggyback off of the City of West Palm Beach, FL contract.

**WHEREAS**, USD staff has identified invoices for payment for work already completed by Aquifer Maintenance & Performance Systems, Inc. to provide Well, Pump and Motor Rehabilitation Services; and

**WHEREAS**, the effective date should be revised to December 15, 2015 to allow for payment of invoice of a not-to-exceed total of \$150,000.

**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 Aquifer Maintenance & Performance Systems, Inc. in an amount not to exceed \$150,000 to provide Well, Pump and Motor Rehabilitation Services via a piggy-back of the City of West Palm Beach contract awarded on February 7, 2012.

**SECTION 2:** That the District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and Aquifer Maintenance & Performance Systems, Inc.

**SECTION 3:** The District Finance Director is authorized to make payment for this contract, including previous invoices, from 412-1437-533-0-6405 in the not to exceed amount of \$150,000.

**SECTION 4:** This Resolution shall take effect upon its passage and approval by the District Board with an effective date of December 15, 2015.

**PASSED AND APPROVED this 11th day of July, 2016.**

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APPROVED:

*Terence D. Davis*

TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

*Claudene L. Anthony*

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

*KaShamba L. Miller-Anderson*

KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

*Lynne L. Hubbard*

LYNNE L. HUBBARD  
BOARD MEMBER

*Tonya Davis Johnson*

TONYA DAVIS JOHNSON  
BOARD MEMBER

*Dawn S. Pardo*

DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: K. MILLER ANDERSON

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamala Hanna Ryan*  
PAMALA HANNA RYAN, B.C.S. DISTRICT ATTORNEY

DATE: 7/11/16

## MATERIALS AND/OR SERVICE CONTRACT

**THIS CONTRACT** made and entered into this 11th day of JULY, 2016 by and between Aquifer Maintenance & Performance Systems, Inc. (AMPS), hereinafter referred to as "**Independent Contractor,**" whose mailing address is 7146 Haverhill Road N., West Palm Beach, Florida 33407 and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as "**District,**" whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, the City of Palm Bay, Florida posted a Request for Proposal, to wit, RFP No.: 35-0-2012/SB, hereinafter the "RFP" for Well, Pump and Motor Rehabilitation Services, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

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

**WHEREAS**, the City of West Palm Beach, Florida, approved a contract with Independent Contractor utilizing the City of Palm Bay, Florida contract with same Independent Contractor, 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 District does hereby retain the services of the Independent Contractor for the purpose of Well, Pump and Motor Rehabilitation Services as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.

Giles Rhoads, Assistant Executive Director  
City of Riviera Beach Utility Special District  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404  
[grhoads@rivierabch.com](mailto:grhoads@rivierabch.com)

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

James Murray, President  
Aquifer Maintenance & Performance Systems, Inc. (AMPS)  
7146 Haverhill Road N.  
West Palm Beach, FL 33407  
[ampsjlp@aol.com](mailto:ampsjlp@aol.com)

12. The City 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 not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

13. 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.

14. 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.

15. 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-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

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.

23. 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 Executive Director for the District.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

34. 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.

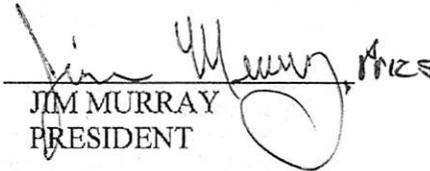
**CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

**IN WITNESS WHEREOF**, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

AQUIFER MAINTENANCE &  
PERFORMANCE SYSTEMS, INC.

BY:   
TERENCE D. DAVIS  
CHAIRPERSON

BY:   
JIM MURRAY  
PRESIDENT

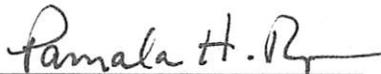
ATTEST:

(SEAL)

BY:   
CLAUDENE L. ANTHONY, CMC  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

BY:   
GILES RHOADS, P.E.  
ASSISTANT EXECUTIVE  
DIRECTOR

DATE: 7/13/16

Purchasing Dept. initials

8. A copy of any well rehabilitation down hole video taping (both pre and post well rehabilitation) shall be provided to owner after each well rehabilitation.
9. An estimate of entire well rehab/project shall be submitted before an issuance of a purchase order.

Chlorine Maintenance will be performed on an individual basis as determined by the monthly trend data available at the time, or as determined by the water plant chief operator. The chlorine is to be injected under pressure down into the well.

Flow Meter maintenance and calibration shall be performed by the contractor as determined by the utility. If it is determined that meter calibration is off, meter maintenance will be performed as needed. Contractor shall send meter to the manufacturer for calibration prior to reinstall.

Deep Well Pumps at the Wastewater Plant shall be pulled, inspected and basket strainers cleaned on a semi-annual basis or as deemed necessary by the utility Maintenance Supervisor.

Equipment for R/O, well, and pump maintenance / emergencies shall be available within 24 hours of notification of any problem as determined by Utility Maintenance Supervisor.

Invoices - the Contractor will submit a copy of the original invoice for any material purchases. This will include but not be limited to pumps, motors, valves, piping, and any ancillary material needed to accomplish the task.

Maintenance - the Contractor will assist with any well / pump / motor maintenance within the Utility facilities as determined by the Maintenance Supervisor. This will include pulling pumps such as Voc, Clear well, R/O, and High service pumps. The contractor will also assist in pulling motors as needed, and assist in troubleshooting various problems with the system.

Work Completion Time - all well rehabilitation/maintenance work shall be completed within 30 days of the start of the rehabilitation purchase order issuance unless an emergency situation arises as determined by Water Plant Chief Operator or Maintenance Supervisor. All required work should be performed or discontinued at the determination of the Water plant Chief Operator or Maintenance Supervisor

Reports - A quarterly report will be generated for each well specifying and graphing GPM, draw downs, static and annual report will also be required to show entire well performance for each calendar year.

Warning Signs - the Contractor is responsible for all necessary warning signs to be posted at work site. Contractor will also be responsible for the proper storage of all materials and restoration of site prior to leaving project. Maintenance supervisor will need to sign off that the restoration has been completed to the satisfaction of the owner.

Samples - the Utilities Water Treatment Plant laboratory will run all bacterial samples.

Scheduling - the Contractor must communicate with Supervisor at the Water Treatment Plant Maintenance before project(s) begin to determine work schedule of each well. The contractor will also check in and out with the Maintenance Supervisor on a daily basis and provide a status report for the current projects

Chemicals - the proposer shall include, with their proposal submittal, a list of all chemicals that may be used during the various cleaning processes.

Water Storage Tank Residual Cleaning - the Contractor shall provide these services with:

- a. No end user disruptions.
- b. No loss of finished water above the minimal amount during cleaning.

"EXHIBIT" "B"

**CONTRACT 39-C-2007 - Well Rehabilitation Services**  
**AMPS, Inc.**  
**Effective 7/13/08 - 7/12/09**

Item #	ITEM DESCRIPTION	UOM	PRICE
1	Well Drill	Per foot	\$ 30.00
2	Well Service Rig	Per hour	\$ 198.00
3	Pump Service Rig	Per hour	\$ 65.00
4	Cement work or demolition	Per hour	\$ 80.00
5	On Site Welding Unit	Per hour	\$ 110.00
6	Machine Shop Welding	Per hour	\$ 45.00
7	Pump/Well technician	Per hour	\$ 85.00
8	Chemical Treatment	Per hour	\$ 75.00
9	Well abandonment	Per hour	\$ 100.00
10	Specific Capacity test, Before and after rehabilitation	Per hour	\$ 75.00
11	Well Development and Redevelopment	Per hour	\$ 135.00
12	Chemical disinfection of well after rehabilitation	Per hour	\$ 250.00
13	Pump Motor Retrieval	Per hour	\$ 125.00
14	Miscellaneous work as needed, normal business hours	Per hour	\$ 125.00
15	Miscellaneous work as needed, non normal business	Per hour	\$ 187.50
16	Flow Meter Maintenance and Calibration	Per hour	\$ 80.00
17	Deep well Pump Maintenance	Per hour	\$ 110.00
18	Well/Pump /Motor maintenance	Per hour	\$ 90.00
19	Raw water disposal	Per hour	\$ 15.00
20	Airlift well	Per hour	\$ 135.00
21	Pump test	Per hour	\$ 140.00
22	Quarterly well monitoring reports	Per report	\$1500.00
23	Water Storage Tank Residual Cleaning	Per tank	\$5000.00
24	Down hole video surveys	Per video	\$ 650.00
25	360 Degree Video	Per video	\$ 450.00
26	Mobilize, demobilize & cleanup	Per well	\$ 600.00
27	Wellhead/pump removal, cleaning and reinstall	Per well	\$1900.00
28	Well Acidification/EPA	Per well	\$1800.00
29	Chlorine Maintenance of Wells	Per well	\$ 250.00
<b>TOTAL COST [Add line 1 - 29]</b>			<b>\$14,905.50</b>
30	Percent of Markup for Parts supplied & installed		15.5%

RESOLUTION NO. 06-16UD

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION NO. 24 FOR C SOLUTIONS INC. IN THE NOT-TO-EXCEED AMOUNT OF \$38,765 FOR PROVIDING THE NORTH CHEMICAL BUILDING REPAIR DESIGN; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, per Resolution 24-13UD approved by the Utility Special District Board of Directors on December 4, 2013, the Utility Special District and C Solutions Inc. entered into an agreement to provide continuing professional utility consulting; and

**WHEREAS**, the North Chemical Building at the Water Treatment Plant requires rehabilitation in order to place Hydrotreator No. 3 in service; and

**WHEREAS**, the rehabilitation of the North Chemical Building must restore the structural integrity to the original as-designed level so the lime storage hoppers can be used; and

**WHEREAS**, C Solutions Inc. has prepared and submitted to the Utility Special District Work Authorization No. 24, a proposal to provide the North Chemical Building Repair Design.

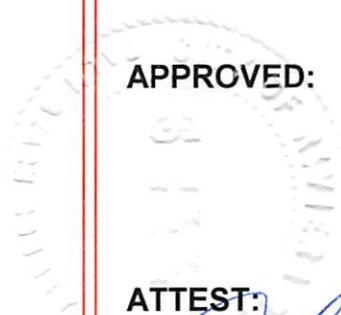
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, AS FOLLOWS:**

**SECTION 1:** That the Utility Special District Board approves Work Authorization No.24 for the rehabilitation of the North Chemical Building to restore the structural integrity to the original as-designed level.

**SECTION 2:** That the District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-3106 in the amount not-to-exceed \$38,765.

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

**PASSED AND APPROVED this 11th DAY of JULY, 2016.**



APPROVED:

*Terence D. Davis*

TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

*Claudene L. Anthony*

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

*KaShamba L. Miller-Anderson*

KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

*Lynne L. Hubbard*

LYNNE L. HUBBARD  
BOARD MEMBER

*Tonya Davis Johnson*

TONYA DAVIS JOHNSON  
BOARD MEMBER

*Dawn S. Pardo*

DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY:

K. MILLER-ANDERSON

SECONDED BY:

L. HUBBARD

L. HUBBARD

AYE

K. MILLER-ANDERSON

AYE

T. DAVIS JOHNSON

AYE

D. PARDO

AYE

T. DAVIS

AYE

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamala Hanna Ryan*

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

DATE: 7/11/16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA, AUTHORIZING THE UTILITY DISTRICT BOARD TO APPROVE THE CONTRACT WITH THE HINTERLAND GROUP, INC. OF RIVIERA BEACH, FLORIDA FOR SEWER RELINING AND INSPECTION SERVICES TO BE PERFORMED AS AN IN-KIND PROJECT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER CONSENT ORDER OGC FILE NO. 15-0459; AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS CONTRACT; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT IN AN AMOUNT NOT TO EXCEED \$64,850 FROM LINE ITEM 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, in accordance with the City of Riviera Beach Procurement Code, an Invitation for Bid No. 787-16 for sewer relining and inspection services was issued for the Utility Special District; and

**WHEREAS**, the Utility Special District has identified a need for these services by a local, qualified firm to respond to the request for sewer relining and inspection services as required by the District; and

**WHEREAS**, in relation to the State of Florida Department of Environmental Protection vs. City of Riviera Beach Utility District Consent Order OGC File No. 15-0459, the District may elect to implement an in-kind penalty project which must provide environmental enhancement; and

**WHEREAS**, the value of the project must be one and a half times the civil penalty which in this case is the equivalent of at least \$36,600; and

**WHEREAS**, the sewer relining and inspection services project would qualify; and

**WHEREAS**, The Hinterland Group, Inc. of Riviera Beach, Florida, was selected as the firm to provide the services identified in the Invitation for Bid No. 787-16.

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

**SECTION 1:** That the District Board approves the contract with The Hinterland Group, Inc. to provide sewer relining and inspection services for the Utility Special District.

**SECTION 2:** That the District Board Chairperson and District Clerk are authorized to execute the Contract between the Utility Special District and The Hinterland Group, Inc.

**SECTION 3:** That the State of Florida Department of Environmental Protection vs. City of Riviera Beach Utility District Consent Order No. 15-0459 approved the sewer relining and inspection services as the in-kind penalty project.

**SECTION 4:** That the District Finance Director is authorized to make payment from line item 411-1417-536-0-3106.

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

**PASSED AND APPROVED this 11th of JULY, 2016.**

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APPROVED:

  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: T. DAVIS JOHNSON

T. DAVIS OUT

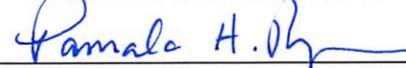
K. MILLER-ANDERSON AYE

L. HUBBARD AYE

TONYA DAVIS JOHNSON AYE

D. PARDO AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/11/16

## MATERIALS AND/OR SERVICE CONTRACT

THIS CONTRACT made and entered into this 11th day of JULY, 2016 by and between **THE HINTERLAND GROUP**, hereinafter referred to as “**Independent Contractor**,” whose mailing address is 992 W 15<sup>th</sup> Street, Riviera Beach and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**, a municipal corporation, hereinafter referred to as “**DISTRICT**” whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, Riviera Beach posted an Invitation to Bid, to wit, Bid No.:787-16, hereinafter the “Bid” for Sewer Relining and Inspection Services, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**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 Bid.
2. To the extent that there exists a conflict between the Bid 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 District does hereby retain the services of the Independent Contractor for the purpose of sewer pipe lining and manhole rehabilitation services as set forth more fully in Exhibit “A” attached hereto and incorporated herein by reference.
4. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion by August 21, 2016 from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this contract.
5. 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.

6. The District agrees to compensate the Independent Contractor in the amount of \$64,850, as set forth in more detail in the fee proposal, attached hereto as 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 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.

7. 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.

8. 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.

9. 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's premises will comply with all District requirements governing conduct, safety and security.

10. 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.

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

Giles Rhoads, Assistant Executive Director  
City of Riviera Beach Utility Special District  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
[grhoads@rivierabch.com](mailto:grhoads@rivierabch.com)

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

Daniel Duke, President  
The Hinterland Group  
992 W 15<sup>th</sup> Street  
Riviera Beach, FL 33404  
Dduke1@hinterlandgroup.com

12. 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 not 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.

13. 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.

14. 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.

15. 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-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

16. 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.

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

18. 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.

19. 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 City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the District terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.

21. 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.

22. 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.

23. 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.

24. 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 Chair of the District's Board of Directors for the District.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. The Independent Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and if determined to be acting on behalf of the District as provided under section 119,011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain all public records required by the District to perform the service.
- (b) Upon request from the District's custodian of public records or designee, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the District.
- (d) Upon completion of this Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon requires from the District's custodian of public records or designee, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS GILES RHOADS OR DESIGNEE AT 561-845-4185, GRHOADS@RIVIERABCH.COM AND UTILTIY SPECIAL DISTRICT 600 WEST BLUE HERON BLVD, RIVIERA BEACH, FLORIDA 33404.**

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

35. 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  
UTILITY SPECIAL DISTRICT**

**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

THE HINTERLAND GROUP, INC.

BY:   
TERENCE D. DAVIS,  
CHAIRPERSON

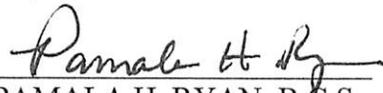
BY:   
DANIEL DUKE,  
PRESIDENT:

ATTEST:

BY:   
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

BY:   
GILES RHOADS, P.E.  
ASSISTANT EXECUTIVE  
DIRECTOR

Date: 7/13/16

## EXHIBIT "A"

Gravity Sewer Main Cleaning and TV Inspection  
Bypass pumping 4" through 10" Force Main  
Install CIPP Liner for 8" Gravity Sewer  
Repair sewer Manhole bench and invert  
Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole  
Replace Sewer Manhole Ring and Covers (In street pavement)  
Install Coating to Sewer Manhole  
Maintenance of Traffic (MOT)

## EXHIBIT B

### SCHEDULE OF PAYMENTS

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
Gravity Sewer Main Cleaning & TV Inspection	1300 LF	\$2.50	\$3,250.00
Bypass pumping 4" through 10" Force Main	1 Day	\$500.00	\$500.00
Install CIPP Line for 8" Gravity Sewer	1300 LP	\$32.00	\$41,600.00
Repair Sewer/Manhole bench and invert	2 each	\$600.00	\$1,200.00
Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole	150 SQ FT	\$30.00	\$4,500.00
Replace Sewer Manhole Ring & Covers (in street pavement)	1 each	\$1,500.00	\$1,500.00
Install Coating to Sewer Manhole	36VF	\$260.00	\$9,100.00
Maintenance of Traffic (MOT)	1600 LF	\$2.00	<u>\$3,200.00</u>
TOTAL			\$64,850.00

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH D.S. EAKINS CONSTRUCTION CORP. OF LAKE PARK, FL; PIGGY-BACKING CONTRACT NO. 11073C WITH PALM BEACH COUNTY FOR CREWS WITH EQUIPMENT AND RENTAL OF EQUIPMENT TO PROVIDE UNDERGROUND/ON-CALL SERVICES; AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CONTRACT SERVICES-SEWER ACCOUNT LINE ITEM 411-1438-535-0-3405 AT A COST NOT TO EXCEED \$100,000 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE OF DECEMBER 15, 2015.**

**WHEREAS**, D.S. Eakins Construction Corp. was awarded a continuing services contract by Palm Beach County, FL to provide crews with equipment, rental of via contract no. 11073C, approved by Palm Beach County, FL in June, 2015 and effective on September 1, 2015; and

**WHEREAS**, this contract allows D. S. Eakins Construction Corp. to supply the subject services to other agencies under the same conditions and prices; and

**WHEREAS**, the Utility Special District wishes to piggyback off of the D. S. Eakins Construction Corp. contract; and

**WHEREAS**, a piggy-back of this contract will allow for preferred pricing for crews with equipment, rental of equipment for underground, on-call services for the Utility Special District for a fee not to exceed \$100,000.00 per year.

**WHEREAS**, USD staff has identified an invoice for payment for work already completed by D.S. Eakins Construction Corp. to provide crews with equipment, rental of equipment for underground on-call services; and

**WHEREAS**, the effective date should be December 15, 2015 which will allow for payment of an invoice.

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

**SECTION 1:** That the Utility Special District Board approves the contract for D. S. Eakins Construction Corp. in the amount not to exceed \$100,000.00 annually to provide crews with equipment and rental equipment for underground, on-call services for the Water/Sewer Systems Division of the Utility Special District via a piggy-back of the Palm Beach County amended contract effective September 1, 2015.

**SECTION 2:** That the District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and D.S. Eakins Construction Corporation.

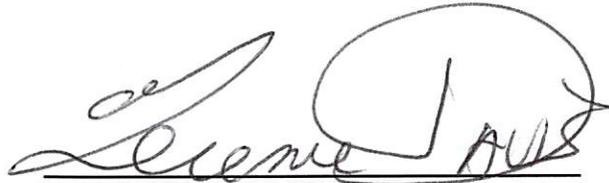
**SECTION 3:** That the District Finance Director is authorized to pay for same under Account Number 411-1438-535-0-3405.

**SECTION 4:** This Resolution shall take effect December 15, 2015 following its passage and approval by the Utility Special District Board.

**PASSED AND APPROVED this 11th day of July, 2016.**

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APPROVED:

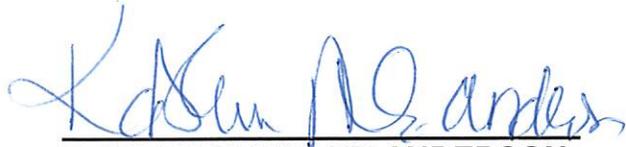


**TERENCE D. DAVIS**  
CHAIRPERSON

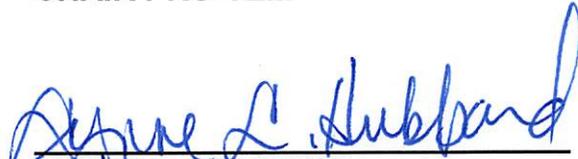
ATTEST:



**CLAUDENE L. ANTHONY**  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK



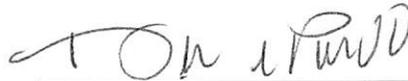
**KaSHAMBA MILLER-ANDERSON**  
CHAIR PRO-TEM



**LYNNE L. HUBBARD**  
BOARD MEMBER



**TONYA DAVIS JOHNSON**  
BOARD MEMBER



**DAWN S. PARDO**  
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

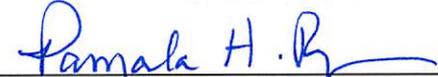
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/11/16

## MATERIALS AND/OR SERVICE CONTRACT

**THIS CONTRACT** made and entered into this 11th day of JULY, 2016 by and between **D.S. EAKINS CONSTRUCTION CORPORATION**, hereinafter referred to as “**Independent Contractor**,” whose mailing address is PO Box 530185, Lake Park, FL and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**, a municipal corporation, hereinafter referred to as “**DISTRICT**” whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, Palm Beach County posted an Invitation to Bid, to wit, Bid No.:11-073/GC, hereinafter the “Bid” for Crews with Equipment, Rental of, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, the Bid allowed for and encouraged the successful bidder 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 Bid which will expire on the 31<sup>st</sup> of August, 2016, along with this contract.
2. To the extent that there exists a conflict between the Bid 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 District does hereby retain the services of the Independent Contractor to provide Crews with Equipment and Rental of Equipment as set forth more fully in Exhibit “A” attached hereto and incorporated herein by reference.
4. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within ten (10) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this contract.

5. 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.

6. The District agrees to compensate the Independent Contractor in the amount not to exceed \$100,000, as set forth in more detail in the fee proposal, attached hereto as 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 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.

7. 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.

8. 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.

9. 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's premises will comply with all District requirements governing conduct, safety and security.

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11. 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:

Giles Rhoads, Assistant Executive Director  
City of Riviera Beach Utility Special District  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
[grhoads@rivierabch.com](mailto:grhoads@rivierabch.com)

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

Douglas Eakins, President  
D.S. Eakins Construction Corporation  
PO Box 530185  
Lake Park, FL 33403  
Doug@dseakins.com

12. 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 not 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.

13. 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.

14. 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.

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16. 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.

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

18. 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.

19. 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 City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the District terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.

21. 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.

22. 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.

23. 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.

24. 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 Chair of the District's Board of Directors for the District.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. The Independent Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, as it pertains to this contract and if determined to be acting on behalf of the District as provided under section 119,011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain all public records required by the District to perform the service.
- (b) Upon request from the District's custodian of public records or designee, provide the District with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the District.
- (d) Upon completion of this Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon requires from the District's custodian of public records or designee, in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (GILES RHOADS) OR DESIGNEE AT 561-845-4185, GRHOADS@RIVIERABCH.COM AND UTILTIY SPECIAL DISTRICT 600 WEST BLUE HERON BLVD, RIVIERA BEACH, FLORIDA 33404.**

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

35. 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  
UTILITY SPECIAL DISTRICT**

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

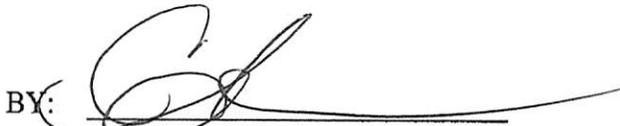
CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT

BY:   
TERENCE D. DAVIS,  
CHAIRPERSON

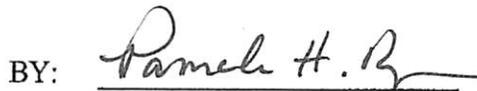
D.S. EAKINS CONSTRUCTION  
CORPORATION, INC.

BY:   
STEVEN EAKINS  
VICE PRESIDENT

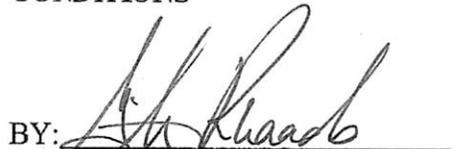
ATTEST:

BY:   
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
GILES RHOADS, P.E.  
ASSISTANT EXECUTIVE  
DIRECTOR

Date: 7/13/16

Exhibit 'A'  
 SPECIFICATIONS  
 BID #11-073/GC

CREWS WITH EQUIPMENT, RENTAL OF,  
 TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to establish a firm, fixed price term contract for the rental of crews with equipment to be used by various departments throughout Palm Beach County, as specified herein. Crews and equipment shall be available on an "as needed" basis with no guarantee by the County of the amount of usage.

GENERAL

SUCCESSFUL BIDDER'S RESPONSIBILITY:

The successful bidder shall, at a minimum, own or have access to the following list of equipment, if required. The hourly rate offered shall include any/all of the items listed below. Failure to provide the specified equipment shall be sufficient cause for default and contract termination.

- Pneumatic plugs, 6" – 72"
- Steel sheeting and shoring
- 3" Diaphragm pump with 50' discharge hose
- Hydraulic pumps capable of loading tankers
- Laser beam
- Boom truck with 12,000 lb. capacity
- Underwater (hydraulic) saw for cutting pipe
- Air compressor and jack hammers
- Backhoe with minimum lifting capacity of 12,000 lbs. for setting manholes, catch basins, etc.
- Front end loader
- 1 ½ ton asphalt roller
- Vibratory compaction equipment

The Successful Bidder's equipment will not be substituted without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators must be fully licensed, as applicable, and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the Successful Bidder.

The Successful Bidder will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the Successful Bidder and kept in good working condition, including all grease, oil, parts and fuel as necessary.

Successful Bidder's equipment deemed defective by the designated Palm Beach County Project Supervisor shall be promptly removed from the site. Personnel employed either directly or indirectly by the Successful Bidder, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work on the project. Failure of the Successful Bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

COUNTY'S RESPONSIBILITY:

The County shall furnish materials for the projects. In the event the Successful Bidder requires additional material(s) supplied by the County to complete a project within the specified agreed upon timeframe, the Successful Bidder shall notify the Palm Beach County Project Supervisor for that project and, upon approval, the successful bidder shall purchase the material required and the County will reimburse for those materials at cost to the successful bidder. Successful bidder will be required to provide original receipts of the material purchased to the County Project Supervisor for payment.

The contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County Department, which shall have responsibility to ensure compliance with contract requirements, such as; but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the Successful Bidder.

The designated Palm Beach County Project Supervisor or his duly appointed representative shall have the authority to suspend the work for the following reasons: (a) default of the Successful Bidder; (b) unfavorable weather conditions; (c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the County representative, makes it impractical to secure first-class results.

#### **TECHNICAL REQUIREMENTS**

- CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe up to 36" diameter. The County shall furnish materials.
- CREW – CONCRETE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe 36" up to 84" diameter. The County shall furnish materials.
- CREW – INFILTRATION DRAINAGE shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation of swales 36" wide, 24" deep, 8" cores to existing drainage inlets. Successful Bidder shall also be responsible for all utility locates and hauling away excess materials. County shall furnish all materials (i.e., rock, filter, cloth, jack & bores, 6' PVC sch. 40 pipe, sand).
- REPAIR CREW – FOR STORM DRAINS & PIPING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, for layout, excavation, repairs and back filling. Successful Bidder shall also be responsible for all utility locates.
- REPAIR CREW – FOR WATER RETENTION, WALLS & BANKS shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation, installation, and back filling. Successful Bidder shall also be responsible for all utility locates.
- Dump Truck, 15 – 20 cu. yd. capacity (for concrete and asphalt disposal).
- Well Point Equipment up to 150 points complete including pump and jetting equipment (run time only).
- Tandem Dump Truck with sideboards, 12 cu. yd. capacity.
- Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity.

**NOTE:** The above Trucks and Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the Palm Beach County Project Supervisor.

#### **FLOWABLE FILL (LOT I, ITEM 8)**

Successful Bidder, upon request, shall furnish and place "Flowable Fill" as an alternative to compacted soil as approved in the "Florida Department of Transportation Standard Specifications for "Road & Bridge Construction" year 2004, Section 121-1 through 121-7. Compensation shall be paid at the price per Cubic Yard as stated on the Bid Response page. The cubic yard price includes product, delivery and off-loading as directed by Palm Beach County Project Supervisor.

#### **PAYMENT**

The Palm Beach County Project Supervisor or designee shall review and approve Successful Bidder's "Daily Billing Ticket" to verify actual number of hours worked by the piece of equipment and/or crew, as applicable.

Contract is based on an hourly rate, as requested. Crews and/or equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of use. However, any crews and/or equipment (based on an hourly rate) called out for a period of less than four (4) hours shall be compensated for at a minimum of four (4) hours. "Down Time" is not to be computed as rental time and will not be compensated for.

Payment for equipment and crews shall be made for actual time worked on site only. The County will not be charged for mobilization, demobilization, travel between job sites, etc.

Payment (hourly rates) shall be full compensation for all labor, equipment, tools, fuel, oil, greases, insurance, taxes, fees, plant, transportation, suspensions, delays, and incidentals necessary to complete the service described in and as set forth in this contract.

Projects started prior to the termination of this contract will be allowed an additional thirty (30) days for completion.

**BASE RATE**

Compensation shall be paid at the "base" hourly rate (crews with equipment) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the Successful Bidder will not be compensated. The County will not be charged for mobilization, demobilization, transportation, fuel, or any other incidental expense related to the performance of this contract. All costs to be charged to the County for the performance of this contract must be included in the "base" hourly rate offered by the Successful Bidder.

BID RESPONSE  
 BID #11-073/GC

CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT

LOT I - COUNTYWIDE:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>		<u>WEIGHT FACTOR</u>		<u>FACTORED RATE</u>
1.	CREW - CONCRETE, PVC, HDPE OR METAL PIPE LAYING up to 36" diameter, as specified herein.	\$ 285.00	X	.30	=	\$ 85.50
2.	CREW - CONCRETE OR METAL PIPE LAYING 36" up to 84" diameter, as specified herein.	\$ 335.00	X	.25	=	\$ 83.75
3.	CREW - INFILTRATION DRAINAGE, as specified herein.	\$ 150.00	X	.25	=	\$ 37.50
4.	Dump Truck, 15 - 20 cu. yd. capacity, as specified herein.	\$ 70.00	X	.02	=	\$ 1.40
5.	Well Point Equipment, as specified herein.	\$ 40.00	X	.06	=	\$ 2.40
6.	Tandem Dump Truck with sideboards, 12 cu. yd. capacity, as specified herein.	\$ 70.00	X	.01	=	\$ .70
7.	Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity, as specified herein.	\$ 70.00	X	.01	=	\$ .70
		<u>PRICE PER CU. YD.</u>				
8.	Flowable Fill, as specified herein.	\$ 110.00	X	.10	=	\$ 11.00

LOT I, TOTAL FACTORED RATE: \$ 222.95

LOT II - AIRPORTS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BASE PRICE PER HOUR</u>		<u>WEIGHT FACTOR</u>		<u>FACTORED RATE</u>
1.	CREW - CONCRETE OR METAL PIPE LAYING up to 36" diameter, as specified herein.	\$ 350.00	X	.20	=	\$ 70.00
2.	CREW - CONCRETE OR METAL PIPE LAYING 36" up to 84" diameter, as specified herein.	\$ 450.00	X	.20	=	\$ 90.00
3.	REPAIR CREW - FOR STORM DRAINS & PIPING, as specified herein.	\$ 350.00	X	.25	=	\$ 87.50
4.	REPAIR CREW - FOR WATER RETENTION, WALLS & BANKS, as specified herein.	\$ 300.00	X	.25	=	\$ 75.00

Continued....

FIRM NAME: D. S. Eakins Construction Corporation

BID RESPONSE  
 BID #11-073/GC

CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT

LOT II - AIRPORTS: Continued....

ITEM	DESCRIPTION	BASE PRICE PER HOUR	WEIGHT FACTOR	FACTORED RATE
5.	Dump Truck, 15 - 20 cu. yd. capacity, as specified herein.	\$ 100.00	X .02 =	\$ 2.00
6.	Well Point Equipment, as specified herein.	\$ 65.00	X .06 =	\$ 3.90
7.	Tandem Dump Truck with sideboards, 12 cu. yd. capacity, as specified herein.	\$ 100.00	X .01 =	\$ 1.00
8.	Tri-Axle Dump Truck with sideboards, 18 cu. yd. capacity, as specified herein.	\$ 100.00	X .01 =	\$ 1.00

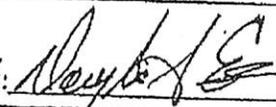
LOT II, TOTAL FACTORED RATE: \$ 330.40

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders Information included, per Term and Condition #8? YES DSE <INITIAL

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
 (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
D. S. Eakins Construction Corporation		6/16/2011
* SIGNATURE: 	PRINT NAME: Douglas S. Eakins	PRINT TITLE: President
ADDRESS: P.O. Box 530185		
CITY/STATE: Lake Park, Florida		ZIP CODE: 33403
TELEPHONE # (561 ) 842-0001	E-MAIL: Doug@dseakins.com	
TOLL FREE # ( )	FAX #: ( 561 ) 842-0009	
APPLICABLE LICENSE(S) NUMBER # CGC036066	TYPE: Certified General Contractor	
	Certified Underground Contractor	
FEDERAL ID # 59-1691997		

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION NO. 20A FOR C SOLUTIONS INC. IN THE NOT-TO EXCEED AMOUNT OF \$38,100 FOR ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION/REPLACEMENT OF LIFT STATIONS NO. 10 AND NO. 50; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, per Resolution 4-13UD approved by the Utility Special District Board of Directors on February 6, 2013, the Utility Special District and C Solutions Inc. entered into an agreement to provide continuing professional utility consulting engineering services for the rehabilitation/replacement of Lift Stations #10 and #50; and

**WHEREAS**, per Resolution 9-15UD approved by the Utility Special District Board of Directors at their August 5, 2015 meeting approved this first amendment to this agreement with C Solutions Inc.; and

**WHEREAS**, Work Authorization No. 20 was to conduct Construction Testing Services to perform certain tests; and

**WHEREAS**, Work Authorization No.20 was a lump sum with unit prices for certain tests that were performed and included an allowance of \$3,000 for additional tests; and

**WHEREAS**, the lump sum amount envisioned has been exceeded due to additional work requested by the contractor or required due to failed initial tests.

**WHEREAS**, Work Authorization No.20A is to issue an additional scope of services for testing once tests had exceeded the original contract amount given.

**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 Work Authorization No. 20A to allow for additional testing associated with the rehabilitation/replacement of Lift Stations No. 10 and No. 50.

**SECTION 2:** That the District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-3106 in the amount not-to-exceed \$38,100.

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

**PASSED AND APPROVED this 11th DAY of JULY, 2016.**

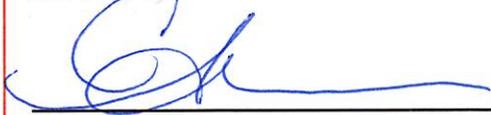
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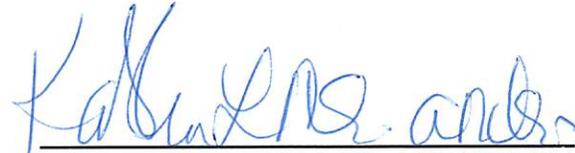


APPROVED:

  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

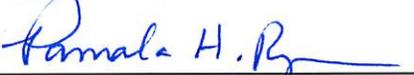
  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: D. PARDO

L. HUBBARD	<u>AYE</u>
K. MILLER-ANDERSON	<u>AYE</u>
T. DAVIS JOHNSON	<u>AYE</u>
D. PARDO	<u>AYE</u>
T. DAVIS	<u>OUT</u>

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/11/16

RESOLUTION NO. 10-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH (THE "CITY"), THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (THE "DISTRICT"), AND THE CITY OF RIVIERA BEACH REDEVELOPMENT AGENCY (THE "AGENCY") BY INCREASING THE MAXIMUM AMOUNT PAID TO THE AGENCY TO \$12,641,539; AND AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City, the Agency and the District entered into the Marina Uplands Funding Interlocal Agreement, dated October 1, 2014 (the "Interlocal Agreement"); and

**WHEREAS**, the Agency approved the First Amendment on October 28, 2015 and the City approved the First Amendment on November 18, 2015 and require the Utility District to approve the Amendment as well; and

**WHEREAS**, the purpose of the First Amendment is to provide that the City and District shall allocate and pay for certain eligible additional Public Improvements identified in the First Amendment.

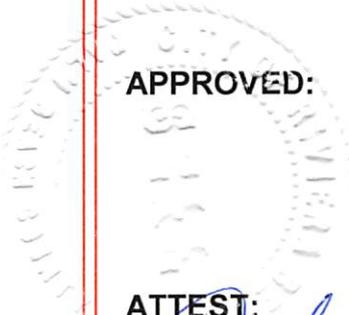
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA, AS FOLLOWS:**

**SECTION 1:** The Utility Special District Board of Directors hereby approves the First Amendment to the Marina Uplands Funding Interlocal Agreement between the City, the District and the Agency by increasing the maximum amount paid to the Agency to \$12,641,539.

**SECTION 2:** The District Chairperson and District Clerk are authorized to execute the First Amendment.

**SECTION 3:** This Resolution shall be effective immediately upon its approval by the Board of Directors.

**PASSED AND APPROVED this 11<sup>th</sup> day of July, 2016**



APPROVED:

TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

LYNNE L. HUBBARD  
BOARD MEMBER

TONYA DAVIS JOHNSON  
BOARD MEMBER

DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: L. HUBBARD

SECONDED BY: D. PARDO

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/11/16

**FIRST AMENDMENT TO THE  
MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF RIVIERA BEACH, THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT  
AND THE RIVIERA BEACH COMMUNITY REDEVLEOPMENT AGENCY**

THIS FIRST AMENDMENT TO THE MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT (the "First Amendment") is made this 11<sup>th</sup> day of July, 2016 by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, the Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic of the State of Florida (hereinafter referred to as "CRA"), each constituting an agency as defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statues, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the City, District and the CRA, desire to amend the existing Interlocal Agreement dated October 1, 2014 (the "Original Interlocal Agreement"), to modify as provided herein, the duties and responsibilities for the payment of certain CAM expenses relating to the operation of the Public Improvements and the allocation and payment of additional Public Improvements; and

**NOW, THEREFORE**, it is hereby mutually agreed by and between the Parties hereto that this agreement is made upon the terms, covenants and conditions hereinafter set forth and in further consideration for the mutual covenants and agreements.

**Section 1.** This Amendment modifies the Original Interlocal Agreement as provided herein. In the event of any inconsistency between the terms of the Agreement and the Amendment, the terms of this Amendment shall control.

**Section 2. Purpose.** The purpose of this First Amendment is to amend Section 5.03 to provide that the City shall allocate and pay for certain specified additional Public Improvements.

**Section 3. Amendment of Section 5.03(f).** Section 5.03(f) of the Original Agreement is amended as follows:

The Agency shall be responsible for any and all costs of the additional Public Improvements in exceeds of the Capital Cost Allocation; *provided, however, the City shall allocate and finance the cost of Public Improvements shown on Exhibit "A" attached hereto, in accordance with Section 5.02(d) of the Marina Uplands Funding Interlocal Agreement.*

**Section 4.** Except as provided herein, all other terms, conditions and provision of the Original Agreement, as herein amended, remain unchanged and are hereby ratified and confirmed.

**Section 5. Effective Date and Filing.** This Amendment shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT. Thereafter, the CRA shall file the same with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

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IN WITNESS WHEREOF, the Parties unto this AMENDMENT have set their hand and seal on the day and date first written above.

ATTEST:

(SEAL)

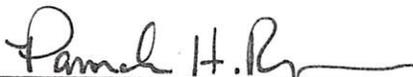
RIVIERA BEACH UTILITY SPECIAL  
DISTRICT

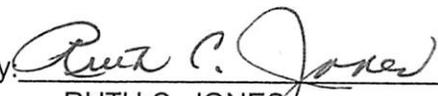
By:   
\_\_\_\_\_  
CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK

By:   
\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
\_\_\_\_\_  
PAMALA H. RYAN, B.C.S.  
DISTRICT ATTORNEY

By:   
\_\_\_\_\_  
RUTH C. JONES  
CITY MANAGER

DATE: 7/18/16

RESOLUTION NO. 11-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA, AUTHORIZING THE DISTRICT TO EXECUTE THE SECOND AMENDMENT TO THE MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, THE RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FOR RECONSTRUCTION OF AVENUE "C" WITHIN THE MARINA DISTRICT; AND ALLOCATION OF ADDITIONAL FUNDING FROM \$138,582 TO \$609,864; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City, the Agency and the District entered into the Marina Uplands Funding Interlocal Agreement, dated October 1, 2014 (the "Interlocal Agreement"); and

**WHEREAS**, the District Board of Directors approved the First Amendment to the Interlocal Agreement on April 18, 2016 (the "First Amendment"); and

**WHEREAS**, the City and the Agency have approved a Second Amendment and are requesting the District to approve the Second Amendment related to the payment for the reconstruction of Avenue "C" within the Marina District.

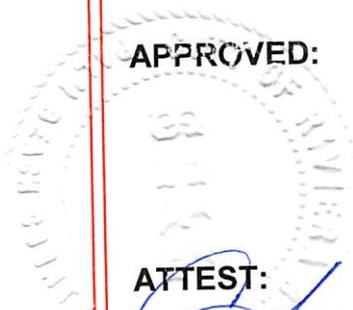
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the Utility Special District Board approves the Second Amendment to the Interlocal Funding Agreement between the City, the District and the Agency for the reconstruction of Avenue "C" within the Marina District as set forth in Exhibit "A".

**SECTION 2:** The District Chair and District Clerk are authorized to execute the Second Amendment.

**SECTION 3:** This Resolution shall be effective immediately upon its approval.

**PASSED AND APPROVED this 11<sup>th</sup> day of July, 2016**



APPROVED:

TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

LYNNE L. HUBBARD  
BOARD MEMBER

TONYA DAVIS JOHNSON  
BOARD MEMBER

DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, B.C.S., DISTRICT ATTORNEY

DATE: 7/11/16

**SECOND AMENDMENT TO THE  
MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY  
OF RIVIERA BEACH, THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT  
AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

**THIS SECOND AMENDMENT TO THE MARINA UPLANDS FUNDING INTERLOCAL AGREEMENT** (the "Second Amendment") is made this 11<sup>th</sup> day of July, 2016 by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida ("the City"), the Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, (the "District"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic of the State of Florida ("Agency").

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the City, District, and the Agency entered into an Interlocal Agreement dated October 1, 2014 (the "Original Agreement") as amended by the first amendment to the Original Agreement approved by City Council on November 18, 2015 (the "First Amendment") (the Original Agreement and the First Amendment will be referred to as the "Agreement") relating to funding of Public Improvements, as that term is defined in the Agreement; and

**WHEREAS**, the City, District and the Agency, desire to amend the Agreement to modify, as provided herein, the duties and responsibilities for the payment of certain CAM expenses relating to the operation of the Public Improvements and the allocation and payment of additional Public Improvement costs for the reconstruction of Avenue "C" within the Marina District.

**NOW, THEREFORE**, it is hereby mutually agreed by and between the parties hereto that this agreement is made upon the terms, covenants and conditions hereinafter set forth and in further consideration for the mutual covenants and agreements.

**Section 1.** This Second Amendment modifies the Interlocal Agreement as provided herein. In the event of any inconsistency between the terms of the Agreement and the Second Amendment, the terms of this Amendment shall control.

**Section 2. Purpose.** The purpose of this Second Amendment is to : (i) amend Section 5.03 (c) and 6.02 of the Original Agreement to provide that the City shall be responsible for the payment to the Agency of all CAM Costs, as that term is defined in and pursuant to the terms of the Marina Uplands Ground Lease, between the City and the Agency dated July 2, 2014, as amended ("Ground Lease"), for Bicentennial Park and all Common Areas of the City Marina Property; and (ii) amend Section 5.03 (f) the Agreement to provide that the City shall allocate and pay for specific additional public improvement costs for the reconstruction of Avenue "C" within the Marina District, as defined in Exhibit "A".

**Section 3. Amendment of Section 5.03 (c).** Section 5.03 (c) of the Original Agreement is deleted and the following language substituted:

The Agency agrees to allocate and finance ongoing capital costs for the Capital Projects and for payment of Debt Service for the Capital Costs in accordance with the Debt Service Allotment and to establish reasonable regulation.

**Section 4. Amendment of Section 5.03 (f).** Section 5.03 (f) of the Agreement is amended as follows:

In addition, the City shall allocate and finance the costs of the Public Improvements shown on Exhibit "A" attached hereto in accordance with 5.02 of the Original Agreement

**Section 5. Amendment of Section 6.02.** Section 6.02 of the Original Agreement is deleted and the following language substituted:

The Agency shall provide for all costs and operation and maintenance of the Public Improvements pursuant to the terms and conditions of that certain Marina Uplands Ground Lease between the City and the Agency.

**Section 6.** Except as provided herein, all other terms, conditions and provisions of the Agreement, as herein amended, remain unchanged and are hereby ratified and confirmed.

**Section 7. Effective Date and Filing.** This Amendment shall become effective immediately upon the execution by the proper officers of the City, Agency and District. Thereafter, the Agency shall file the same with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties unto this AMENDMENT have set their hand and seal on the day and date first written above.

ATTEST:

(SEAL)

RIVIERA BEACH UTILITY SPECIAL  
DISTRICT

By:   
CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK

By:   
TERENCE D. DAVIS  
CHAIRPERSON

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
PAMALA H. RYAN, B.C.S.  
DISTRICT ATTORNEY

By:   
RUTH C. JONES  
CITY MANAGER

DATE: 7/18/16

RESOLUTION NO. 12-16UD

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO NEGOTIATE RATES AND AN AGREEMENT WITH U.S. WATER SERVICES CORPORATION TO ASSESS, ANALYZE AND COMPLETE A CORRECTIVE ACTION(S) REPORT AS DIRECTED IN CONSENT ORDER WP-020-16; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Health Palm Beach County issued Consent Order File No. WP-060-16 to the Utility Special District; and

**WHEREAS**, at their June 20, 2016 meeting, the USD Board of Directors directed Purchasing Department staff to issue Request for Proposal 803-16 to identify a qualified vendor to assess, analyze and complete a Corrective Action Report as directed by Consent Order WP-020-16; and

**WHEREAS**, U.S. Water Services Corporation was the only vendor to submit a response to RFP 803-16; and

**WHEREAS**, USD staff will negotiate an agreement, including rates, with U.S. Water Services Corporation to assess, analyze and provide a corrective action(s) report as directed in Consent Order WP-020-16 issued by the Florida Department of Health Palm Beach County.

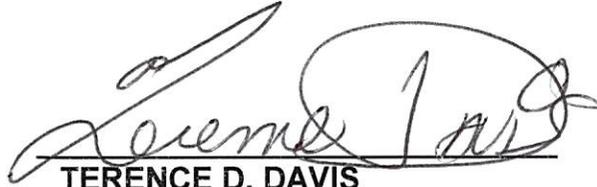
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** The Utility Special District Board of Directors authorizes staff to negotiate a contract, including rates, with U.S. Water Services Corporation to provide an assessment, analysis and corrective action(s) Report as directed in the Florida Department of Health Palm Beach County Consent Order WP-020-16.

**SECTION 2:** That the effective date to begin the services will be upon an issuance of a Notice to Proceed by the District.

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

APPROVED:

  
TERENCE D. DAVIS  
CHAIRPERSON

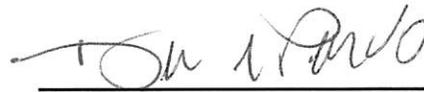
ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

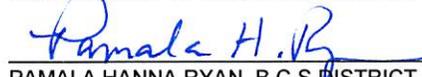
K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/11/16

RESOLUTION NO. 13-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO APPROVE AMENDMENT NUMBER TWO TO THE CONTRACT BETWEEN THE UTILITY SPECIAL DISTRICT AND C SOLUTIONS INC. TO PROVIDE CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR LIFT STATIONS NO. 10 AND NO. 50 IN THE NOT TO EXCEED AMOUNT OF \$207,243.00; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AMENDMENT NUMBER TWO; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach Utility Special District entered into a Contract with C Solutions Inc. on February 6, 2013 to provide continuing professional engineering services for Rehabilitation/Replacement of Lift Stations No. 10 and No. 50; and

**WHEREAS**, the original Contract was to provide professional engineering planning and design services required in conjunction with the Rehabilitation/Replacement of Lifts Stations No.10 and No. 50; and

**WHEREAS**, the District entered into a first amendment of the contract on August 5, 2015 to provide engineering construction administration and field engineering services for the construction associated with the Rehabilitation and Replacement of Lift Stations No. 10 and No. 50; and

**WHEREAS**, the District will enter into second amendment of the contract to provide additional construction services; and

**WHEREAS**, in the original contract scope of work, additional services for construction were identified as a future amendment; and

**WHEREAS**, this second amendment to the Contract will be effective upon approval by the Utility Special District Board of Directors.

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

**SECTION 1:** That Amendment Number Two to the Contract between the Utility Special District and C Solutions Inc. is approved to provide engineering construction administration and field engineering services for the construction associated with the during the for the Rehabilitation/Replacement for Lift Stations No. 10 and No. 50.

**SECTION 2:** That the effective date to begin construction services will be July 12, 2016.

**SECTION 3:** That the District Board Chairperson and District Clerk are authorized to execute Amendment Number Two to the Contract between the Utility Special District and C Solutions Inc.

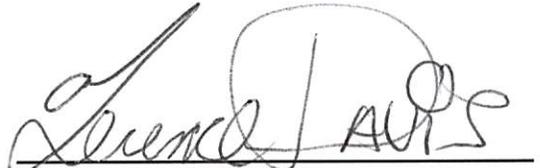
**SECTION 4:** That the District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-3106 in the amount not to exceed \$207,243.00.

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

**PASSED AND APPROVED this 11th day of July,  
2015**

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APPROVED:

  
TERENCE D. DAVIS  
CHAIRPERSON

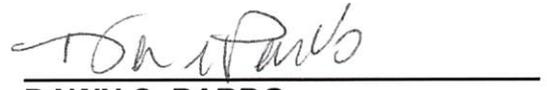
ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO-TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS JOHNSON

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 7/11/16

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT NUMBER ONE TO THE CONTRACT WITH BEVIN A. BEAUDET, P.E., LLC TO PROVIDE CONTINUING CONSULTING SERVICES FOR THE SAFE, EFFECTIVE AND EFFICIENT OPERATION OF THE DISTRICT'S WATER TREATMENT AND DISTRIBUTION SYSTEM; AUTHORIZING THE DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AMENDMENT NUMBER ONE TO THE CONTRACT BETWEEN THE UTILITY SPECIAL DISTRICT AND BEVIN A. BEAUDET, P.E., LLC; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT OF THE NOT TO EXCEED AMOUNT OF \$25,000 FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach entered into a contract with Bevin A. Beaudet, P.E., LLC on May 5, 2016 to provide continuing consultant services for the safe, effective and efficient operation of the Utility Special District's Water Treatment and Distribution System; and

**WHEREAS**, due to future staffing issues, it is necessary to extend the agreement as processes are developed to ensure conformance with Florida Department of Health Palm Beach County regulations; and

**WHEREAS**, the Utility Special District and Bevin A. Beaudet, P.E., LLC desire to amend the agreement to continue providing these technical support services associated with water utilities; and

**WHEREAS**, this first amendment to the Agreement will be effective upon approval by the Utility Special District Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, AS FOLLOWS:**

**SECTION 1:** That the Utility Special District Board of Directors hereby authorizes the District Chairperson and District Clerk to execute Amendment Number One to the Agreement between the Utility Special District and Bevin A. Beaudet, P.E.,LLC to provide continuing consultant services for the safe, effective and efficient operation of the District's Water Treatment and Distribution System.

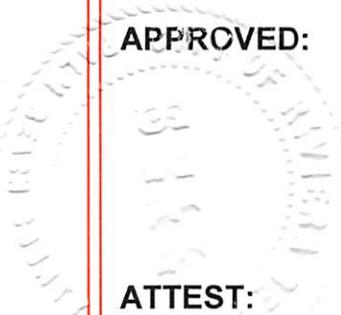
**SECTION 2:** That the effective date to begin consulting services will be August 2, 2016.

**SECTION 3:** That the Finance Director is authorized to make payment from Account Number 411-1417-536-0-3106 in an amount not to exceed \$25,000.

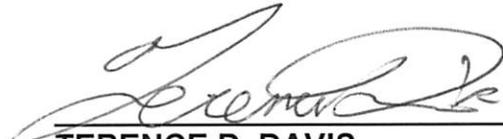
**SECTION 5:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board of Directors.

**PASSED AND APPROVED this 1st day of August, 2016**

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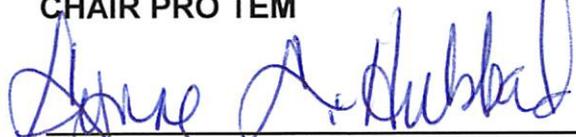
APPROVED:

  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
ANDREW DEGRAFFENREIDT, III  
DISTRICT ATTORNEY

DATE: 7/29/2016

**FIRST AMENDMENT TO CONSULTANT AGREEMENT BETWEEN THE  
UTILITY SPECIAL DISTRICT AND BEVIN A. BEAUDET, P.E., LLC**

This First Amendment to the Consultant Agreement between the City of Riviera Beach Utility Special District, (hereinafter referred to as the "District") and Bevin A. Beaudet, P.E., LLC (hereinafter referred to as "Consultant") is made and entered into this 1st day of August 2016. The District and Consultant shall be referred to herein collectively as "the Parties."

**WHEREAS**, the City entered into an agreement on May 5, 2016, for services relating to the safe, effective, and efficient operation of the District's water treatment and distribution system and other related matters as requested by the District; and

**WHEREAS**, this First (1) Amendment will begin August 2, 2016 through the completion of project.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the District and Consultant agree as follows:

**SECTION 1.** That the First Amendment to the agreement between the City of Riviera Beach Utility Special District and Bevin A. Beaudet, P.E., LLC is approved to provide additional consulting services relating to the safe, effect and efficient operation of the District's water treatment and distribution system and other related matters as requested by the District.

**SECTION 2.** That the First Amendment will begin on August 2, 2016, through completion of project.

**SECTION 3.** The District agrees to compensate the Consultant in the amount not-to-exceed \$25,000.

**SECTION 4.** In all other respects, the terms of the agreement and the First Amendment shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

BEVIN A. BEAUDET, P.E., LLC

BY:   
TERENCE D. DAVIS,  
CHAIRPERSON

BY:   
BEVIN A. BEAUDET  
PRESIDENT:

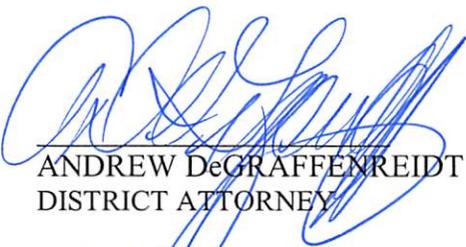


ATTEST:

BY:   
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
ANDREW DeGRAFFENREIDT  
DISTRICT ATTORNEY

BY:   
RUTH JONES,  
CITY MANAGER

Date: 8/19/16

**INDEPENDENT CONTRACTOR  
CONSULTING AGREEMENT**

THIS AGREEMENT is made by and between the City of Riviera Beach, Florida, a municipality existing under the laws of the State of Florida (hereinafter referred to as "the City") and Bevin A. Beaudet, P.E., LLC (hereinafter referred to as "Consultant"). The City and Consultant shall be referred to herein collectively as "the Parties."

WHEREAS, Consultant has a technical and distinct field of expertise in the area of the operation, evaluation, and management of public water utilities in the Palm Beach County area; and

WHEREAS, the City seeks to obtain the services and expertise of Consultant on a defined basis to assist the Interim Utilities Director, assisting the City in connection with services relating to the safe, effective, and efficient operation of the City's water treatment and distribution system and other related matters as requested by the City; and

WHEREAS, the services and expertise to be provided by Consultant relate to a technical and distinctive field of expertise concerning utilities, such that the competitive selection process is not necessary or appropriate;

WHEREAS, Consultant represents he is capable and prepared to provide such services; and

WHEREAS, time is of the essence in entering into this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree and acknowledge as follows:

1. **Effective Date and Term.** The effective date of this Agreement shall be May 5, 2016. Consultant's services under this Agreement are "at-will," such that they may be terminated with or without cause or prior notice by either Consultant or the City. No verbal or written statement by any individual may alter the "at-will" nature of this Agreement, except for a written agreement with a definite term, designated as such, and signed by the City Manager, with approval by the City Council.
2. **Services and Independent Contractor Status.** Consultant shall assist the City and the City's Utilities Department in providing services relating to the safe, effective, and efficient operation of the City's drinking water system and , provide technical support in complying with regulatory consent orders the City has with the Palm Beach County Health Department and the Department of Environmental Protection, as well as other related matters as requested by the City and as set forth more fully in Exhibit A, entitled Scope of Services (collectively, "Services"). Consultant undertakes performance of the Services as an independent contractor and shall be responsible for the methods and manner of performance of such Services.

Consultant will perform Services under this Agreement on a part-time basis. Initially Consultant will devote a minimum of three days per week 6 hours per day (*i.e.*, 18 hours per work week). Following this initial period, beginning on a date to be determined by mutual agreement between the Parties, Consultant shall perform Services on an as needed basis in order to professionally complete the Scope of Services attached hereto. The Parties agree and acknowledge that the Consultant's work

schedule will be decided upon by mutual agreement between the Parties in order to provide flexibility to the Parties.

In performing the Services under this Agreement, Consultant agrees to prepare a written report consisting of an expert evaluation of the operation, policies, procedures, and practices of the City's staff responsible for the drinking water system, with the goal of diagnosing and preventing potential water quality problems within the City's entire service area, and improving operational efficiency and job satisfaction. Additionally, the Consultant will provide recommendations for improving transparency of drinking water quality to the City Council, City Manager and citizens of Riviera Beach. Such report will be due on a mutual date as agreed upon between the Parties.

The City shall be responsible for providing information to Consultant reasonably required by him to perform the Services under this Agreement, including existing departmental operational information and any other reasonably related information. The City Manager or his/her designee, shall act as the City's representative under this Agreement.

Consultant is free to perform similar consulting services on behalf of other clients, subject to applicable ethical laws, rules, and regulations.

3. **Standard of Care.** In performing the Services under this Agreement, Consultant shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and Consultant shall, at the City's request and at no additional cost to the City, re-perform Services which fail to satisfy the foregoing standard of care. Consultant warrants that all Services performed under this Agreement shall be performed solely by him.

4. **Compensation.** As compensation for performing the Services under this Agreement, the City agrees to pay Consultant an hourly fee in the amount of **ONE HUNDRED AND FIFTY 00/100 DOLLARS (\$150.00)** per hour but the total compensation shall not exceed \$25,000.

Nothing herein guarantees a minimum amount of compensation Consultant will receive for Services performed under this Agreement.

5. **Payment.** Consultant shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this Agreement, to the attention of the City Manager. Accordingly, invoices submitted shall cover the prior month's work and shall be submitted on or before the 15<sup>th</sup> day of the month following the month in which the Services were performed. Each invoice shall specify the Services performed and the time expended by Consultant in 1/10 (.1) of an hour increments. Additionally, each invoice shall indicate Consultant's tax ID number.

Subject to approval in accordance with the City's standard policies, policies, and procedures, the City shall remit payment for each invoice within thirty (30) calendar days of receipt thereof. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by Consultant during any particular calendar month, Consultant is not required to send an invoice and the City shall not be responsible for any payment.

6. **Insurance.** Consultant agrees to secure and maintain appropriate insurance in connection with his provision of Services under this Agreement and provide proof thereof as requested by the City. Consultant further represents that Bevin A. Beudet, P.E., LLC presently holds and will maintain throughout the duration of this Agreement, a \$1 million dollar commercial liability policy; as well as a \$1 million dollar E&O professional liability policy.

7. **Contingent Fees.** Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

8. **Taxes.** Consultant shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to Consultant under the terms of this Agreement. Consultant hereby agrees to indemnify and hold the City harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by the City arising out of Consultant's failure with respect to his obligations in this paragraph.

9. **Availability of Funds.** The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Council.

10. **Confidentiality; Return of Information; Records Compliance.** No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by Consultant under this Agreement shall be made available to any individual or organization by Consultant without prior written approval of the City. The Parties however, recognize and acknowledge that this Agreement is subject to Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.*, including the provisions of Florida Statute § 119.0701(2)(a)-(d), as amended from time to time.

Consultant shall take all reasonably prudent and appropriate steps to safeguard the City's information (in both hard copy and electronic form), including, but not limited to, information relating to the City's employees.

Upon request of the City at any time and, regardless of any request by the City, upon termination of this Agreement, Consultant shall return to the City, all materials (including both hard copy and electronic versions or copies), relating to the City and/or its employees, in Consultant's possession, custody, or control.

Consultant further agrees that he will comply with Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.* and specifically, that he will: keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services under this Agreement; provide the public with access to public records on the same terms and conditions the City would provide the records and at a cost not to exceed the cost provided under Chapter 119 of the Florida Statutes, as amended from time to time, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; meet all requirements for retaining public records and transfer,

at no cost to the City, all public records in his possession upon termination of this Agreement (with all records stored electronically provided in a format that is compatible with the City's information technology systems), and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements.

**11. Conflicts of Interest.** Consultant represents that he will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this Agreement. Consultant further agrees that he shall promptly notify the City in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence Consultant's judgment or the quality of the Services performed under this Agreement. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that Consultant wishes to undertake and request the City's response as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Consultant. The City agrees to notify Consultant of its opinion within thirty (30) days of receipt of notification by Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Consultant, the City shall so state in its response.

**12. Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

**13. Applicable Law, Venue, and Waiver of Jury Trial.** The terms and enforcement of this Agreement are governed by the laws of the State of Florida. The Parties expressly agree that any dispute arising from or related to this Agreement shall be heard by a state or federal court of competent jurisdiction in the State of Florida with venue in Palm Beach County, Florida and that they will submit to and not challenge the jurisdiction of such court. **THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

**14. Severability.** If any provision, or any portion thereof, contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**15. No Waiver.** A waiver by either the City or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**16. Modification.** This Agreement may not be amended or modified by any oral or written agreement, except by a document designated as an amendment or modification and signed by both Consultant and the City Manager, with approval by the City Council.

**17. Entire Agreement.** The language of this Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, discussions, or negotiations between the Parties.

**18. No Assignment.** Consultant may not assign the rights, nor his responsibilities under this Agreement.

**19. Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by facsimile or e-mail in PDF (or similar) format, each of which will be as fully binding as an original document.

**20. Notices.** All notices required to be given under the terms of this Agreement or which either of the Parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

Bevin A. Beudet, P.E., LLC  
ATTN: Bevin Beudet  
316 Plymouth Road  
West Palm Beach, FL 33405  
561-373-4442

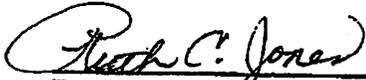
The City of Riviera Beach, Florida  
ATTN: City Manager  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

Any Party may designate a change of address at any time by giving written notice thereof to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

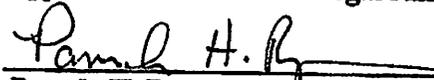
IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved and executed, as follows:

**CITY OF RIVIERA BEACH**

  
\_\_\_\_\_  
Ruth C. Jones, City Manager

Date: 5-4-2016

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Pamala H. Ryan, BCS  
City Attorney

**CONSULTANT**

  
\_\_\_\_\_  
Bevin Beaudet,  
Bevin A. Beaudet, P.E., LLC

Date: 5/5/2016

## **SCOPE OF SERVICES**

1. Consultant will obtain and review any and all available documents, reports, laboratory data and correspondence related to drinking water quality within the entire Riviera Beach service area. These data will include any and all Consent Orders relevant to the City Utility District.
2. Consultant will meet with Riviera Beach public officials, Public Utilities staff, consultants and regulatory agency personnel relating to water quality issues within the entire Riviera Beach service area, including discussion of the Consent Orders and the existing Master Plan.
3. Working with staff and the Interim Public Utilities Director, Consultant will diagnose any and all identified water quality problems identified and determine how these problems may have developed. This includes a review of both operational as well as personnel issues.
4. Working with staff and the Interim Public Utilities Director, Consultant will develop a detailed plan to remedy any water quality issues or problems identified. This plan will include both technical and organizational recommendations as appropriate.
5. Consultant will recommend strategies and activities, coordinated with the Palm Beach County Health Department and the Florida Department of Environmental Protection, to remedy any outstanding compliance issues regarding the Riviera Beach Utilities district.
6. Working with City staff, Consultant will develop a world class transparency procedure with the goal of keeping public officials and citizens apprised of their drinking water quality on an up to date schedule.
7. Consultant will incorporate his recommendations in a detailed report. These recommendations will include technical as well as organizational changes as needed to keep Riviera Beach drinking water safe, reliable and trusted throughout the community.
8. Consultant will propose the structure and responsibilities of a Utility District Community Advisory Board.

RESOLUTION NO. 15-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH ALLIED UNIVERSAL CORP. OF DORAL, FLORIDA FOR THE PURCHASE OF CHLORINE GAS; PIGGYBACKING THE SOUTH EAST FLORIDA COOPERATIVE CONTRACT NO. 863-11695; AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN AMOUNT NOT TO EXCEED \$135,000 FROM ACCOUNT NO. 411-1437-533-0-5203; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the USD Water Treatment Plant has a need for chlorine gas at the Water Treatment Plant for the disinfection and treatment of the water; and

**WHEREAS**, the Utility Special District wishes to piggyback off the South East Florida Cooperative Contract No. 863-11695 to purchase the chlorine gas; and

**WHEREAS**, a piggy-back of this contract will allow preferred pricing for chlorine gas for the USD Water Treatment Plant disinfection and treatment of water; and

**WHEREAS**, the contract is for an amount not to exceed \$135,000 a year.

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

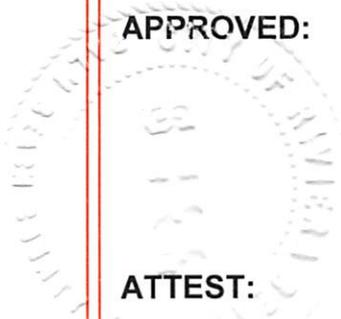
**SECTION 1:** That the Utility Special District Board staff approves the piggy-back contract for Allied Universal Corp in an amount not to exceed \$135,000 a year to provide chlorine gas for the disinfection and treatment of the water via a piggy-back of the South East Cooperative Contract No. 863-11695.

**SECTION 2:** That the District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and Allied Universal Corp Inc.

**SECTION 3:** The District Finance Director is authorized to make payment for this contract, from 411-1437-533-0-5203 in the not to exceed amount of \$135,000.

**SECTION 4:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board of Directors.

**PASSED AND APPROVED this 1st day of August, 2016.**



APPROVED:

TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

LYNNE L. HUBBARD  
BOARD MEMBER

TONYA DAVIS JOHNSON  
BOARD MEMBER

DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

ANDREW DEGRAFFENREIDT, III  
DISTRICT ATTORNEY

DATE: 7/29/2016

RESOLUTION NO. 16-16UD

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE PURCHASE OF METERS FROM SUNSTATE METER AND SUPPLY INC. OF NEWBERRY, FLORIDA; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN AMOUNT NOT TO EXCEED \$150,000 FROM ACCOUNT NO. 412-1437-533-0-6405; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Utility Special District has a need to purchase various size water meters; and

**WHEREAS**, Sunstate Meter and Supply, Inc. is the sole source vendor to provide these meters; and

**WHEREAS**, these meters will be used to replace damaged meters, meters with register problems, outdated meters and for restocking in case of emergencies, etc. and;

**WHEREAS**, the amount is not to exceed \$150,000 a year.

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

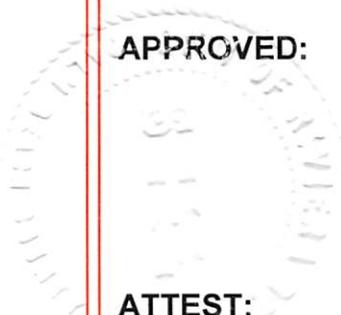
**SECTION 1:** That the Utility Special District Board staff authorizes the purchase of meters from Sunstate Meter and Supply, Inc.

**SECTION 2:** Sunstate Meter and Supply, Inc. is a sole source vendor.

**SECTION 3:** The District Finance Director is authorized to make payment for this contract from 412-1437-533-0-6405 in the not to exceed amount of \$150,000.

**SECTION 4:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board of Directors.

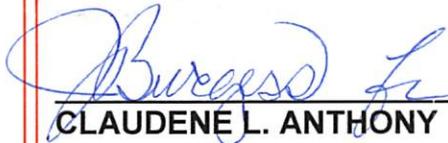
**PASSED AND APPROVED this 1st day of August, 2016.**



APPROVED:

  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
ANDREW DEGRAFFENREIDT, III  
DISTRICT ATTORNEY

DATE: 7/29/2016

RESOLUTION NO. 17-16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH U.S. WATER SERVICES CORPORATION OF NEW PORT RICHEY, FLORIDA, TO PROVIDE AN ASSESSMENT REPORT RELATED TO CONSENT ORDER WP-020-16; AUTHORIZING THE DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN AMOUNT NOT TO EXCEED \$78,489.52; AUTHORIZING THE CITY MANAGER TO APPROVE A TEN PERCENT (10%) CONTINGENCY OPTION FOR ADDITIONAL SERVICES TOTALING \$7,849; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY AN ADDITIONAL TEN PERCENT (10%) CONTINGENCY OPTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Florida Department of Health Palm Beach County issued Consent Order File No. WP-020-16 to the Utility Special District; and

**WHEREAS**, at their June 20, 2016 meeting, the USD Board of Directors directed Purchasing Department staff to issue a Request for Proposal 803-16 to identify a qualified vendor to assess, analyze and complete a Corrective Action Report as directed by Consent Order WP-020-16; and

**WHEREAS**, U.S. Water Services Corporation was the only vendor to submit a response to RFP 803-16; and

**WHEREAS**, at their July 11, 2016 meeting, the USD Board of Directors approved Resolution No. 12-16UD to negotiate a contract with U.S. Water Services Corporation to assess, analyze and provide a corrective action(s) report as directed in Consent Order WP-020-16; and

**WHEREAS**, the not to exceed amount is \$78,489.52; and

**WHEREAS**, the City Manager can approve a ten percent (10%) contingency option for additional services for a total of \$7,849.

**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:** The USD Board of Directors approves the contract between the District and U.S. Water Services Corporation to provide an assessment, analysis and corrective action(s) Report in an amount not to exceed \$78,489.52.

**SECTION 2:** The city manager may approve a ten percent (10%) contingency option for additional services totaling \$7,849.

**SECTION 3:** The District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and U.S. Water Services Corporation.

**SECTION 4:** That the effective date to begin the services will be upon an issuance of a Notice to Proceed by the District.

**SECTION 5:** The District Finance Director is authorized to make payment for this contract in an amount not to exceed \$78,489.52 from Account No. 411-1417-536-0-3106 as well as a ten percent (10%) contingency payment in the amount of \$7,849 as approved by the city manager.

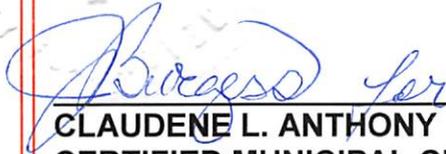
**SECTION 6:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

**PASSED AND APPROVED this 1<sup>st</sup> day of AUGUST, 2016**

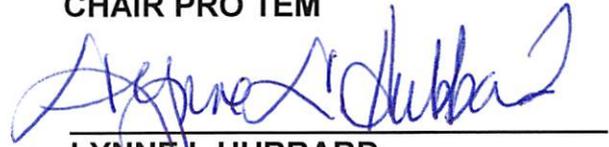
APPROVED:

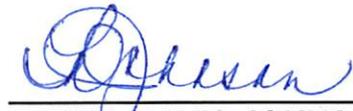
  
TERENCE D. DAVIS  
CHAIRPERSON

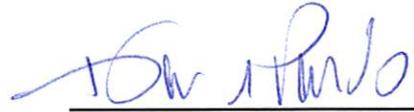
ATTEST:

  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

  
KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

  
LYNNE L. HUBBARD  
BOARD MEMBER

  
TONYA DAVIS JOHNSON  
BOARD MEMBER

  
DAWN S. PARDO  
BOARD MEMBER

MOTIONED BY: T. DAVIS JOHNSON

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
ANDREW DEGRAFFENREIDT, III  
DISTRICT ATTORNEY

DATE: 7/29/2016

RESOLUTION NO. 18 -16UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (THE "DISTRICT"), AUTHORIZING THE NEGOTIATED SALE OF CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT WATER AND SEWER REVENUE BONDS, SERIES 2016 (THE "SERIES 2016 BONDS"), IN THE INITIAL AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$40,000,000 FOR THE PURPOSE OF FINANCING THE SERIES 2016 PROJECT, AS DESCRIBED HEREIN; DETERMINING CERTAIN DETAILS OF THE SERIES 2016 BONDS; PROVIDING FOR THE APPLICATION OF THE BOND PROCEEDS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT TO EFFECT THE NEGOTIATED SALE OF THE SERIES 2016 BONDS AND SETTING THE PARAMETERS BY WHICH THE CHAIRPERSON OR FINANCE DIRECTOR SHALL BE AUTHORIZED TO EXECUTE AND DELIVER THE BOND PURCHASE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF THE SERIES 2016 BONDS AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT BY THE UNDERWRITERS; APPOINTING A PAYING AGENT AND REGISTRAR; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; PROVIDING FOR THE FINANCIAL ADVISOR TO MAKE RECOMMENDATIONS REGARDING WHETHER TO OBTAIN A BOND INSURANCE POLICY FOR THE SERIES 2016 BONDS AND AUTHORIZING THE BOARD TO FOLLOW SUCH RECOMMENDATIONS; AUTHORIZING THE SERIES 2016 BONDS TO BE REGISTERED UNDER A BOOK-ENTRY ONLY SYSTEM OF REGISTRATION; AUTHORIZING THE PROPER OFFICERS OF THE DISTRICT TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE SALE AND DELIVERY OF THE SERIES 2016 BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach Utility Special District, a public body corporate organized as a dependent special district within the meaning of Chapter 189, Florida Statutes, as amended and supplemented (together with the permitted successors and assigns, the “District”), was created by the City of Riviera Beach, Florida, a municipal corporation of the State of Florida (the "City"), to acquire, own, improve, maintain and operate the City's water and sewer system (the “System”); and

**WHEREAS**, the Board of Directors of the City of Riviera Beach Utility Special District, as the governing body of the District (the “Board”), did, on June 18, 2014, adopt a bond authorizing resolution (the “Bond Resolution”), authorizing the issuance of its bonds, to be known as “Water and Sewer Revenue Bonds,” from time to time; and

**WHEREAS**, pursuant to the Bond Resolution the District desires to issue its Water and Sewer Revenue Bonds, Series 2016 (the “Series 2016 Bonds”) in the initial aggregate principal amount of not exceeding \$40,000,000, and to use the proceeds thereof to acquire, construct and install the capital improvements to the System listed on Exhibit A hereto or such additional or other capital improvements to the System as may be approved by subsequent resolution of the Board (collectively, the “Series 2016 Project”); and

**WHEREAS**, the Bond Resolution provides that certain details of the Series 2016 Bonds and certain other provisions of the Bond Resolution shall be determined by Supplemental Resolution; and

**WHEREAS**, by Resolution No. 02-16UD adopted by the Board on February 17, 2016, the Board appointed Stifel, Nicolaus & Company, Inc. and Siebert Brandford Shank & Co., L.L.C. to be the underwriters of the Series 2016 Bonds (herein the “Underwriters”); and

**WHEREAS**, subject to the terms and conditions of this Resolution, the District will enter into a Bond Purchase Agreement with the Underwriters, setting forth the terms and

conditions of the District's agreement to sell and the Underwriters' agreement to purchase the Series 2016 Bonds, in substantially the form attached hereto as Exhibit B (herein, the "Purchase Contract"); and

**WHEREAS**, based upon current market conditions, the complex nature of the financing, the need to issue the Series 2016 Bonds upon the most favorable market conditions and the advice of Public Financial Management, Inc., the District's financial advisor (the "Financial Advisor"), the Board hereby finds it is necessary and advisable to negotiate the sale of the Series 2016 Bonds; and

**WHEREAS**, the Board hereby determines that it is in the best interest of the District to accept the Purchase Contract and to award the Series 2016 Bonds to the Underwriters pursuant to a negotiated sale and subject to the parameters set forth in Section 7 herein; and

**WHEREAS**, the District will be, prior to the execution of the Purchase Contract, provided by the Underwriters with the disclosure statements required by Section 218.385, Florida Statutes, as amended and supplemented, the form of which is attached as an exhibit to the Purchase Contract; and

**WHEREAS**, there has been also prepared and submitted to the Board a draft Preliminary Official Statement, attached hereto as Exhibit C; and

**WHEREAS**, in accordance with the provisions hereof, the District desires to delegate to the Chairperson and the Finance Director on the recommendation of the Financial Advisor the authority to determine whether to obtain a Bond Insurance Policy for all or any portion of the Series 2016 Bonds; and

**WHEREAS**, Rule 15c2-12 (herein, the "Rule") of the Securities and Exchange Commission ("SEC") provides that it is unlawful for a broker/dealer or municipal securities dealer to purchase or sell municipal securities, which includes the Series 2016 Bonds, unless

the issuer, which includes the District, has undertaken in a written agreement (herein, the "Undertaking") to provide to specified information repositories annual financial information and operating data relevant to such municipal securities and notice of certain specified material events; and

**WHEREAS**, the Undertaking is set forth in this Resolution.

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

**SECTION 1. AUTHORITY OF THIS RESOLUTION.** That this Resolution is adopted pursuant to the provisions of the Bond Resolution, the Creation Ordinance, the District Charter, as amended and supplemented, the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, Chapter 189, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** That all capitalized terms used in this Resolution not otherwise defined shall have the meanings ascribed to such terms in the Bond Resolution, unless the context clearly indicates otherwise.

**SECTION 3. PURPOSE AND BOND DESIGNATION.** That the District hereby determines at this time to issue not exceeding **FORTY MILLION DOLLARS (\$40,000,000)** in initial aggregate principal amount of its Water and Sewer Revenue Bonds, Series 2016 (or such other designation as may be determined by the Chairperson (or in his absence the Chair Pro Tem) or the Finance Director) (the "Series 2016 Bonds") for the purpose of (i) financing the Series 2016 Project, and (ii) paying the costs of issuance of the Series 2016 Bonds, including, if deemed advisable in accordance with Section 10 hereof, the premium for the Bond Insurance Policy.

**SECTION 4. TERMS AND DETAILS OF SERIES 2016 BONDS.** That the terms and details of the Series 2016 Bonds, including but not limited to the principal amounts, interest payments dates, dated date, interest rates, maturity dates and redemption provisions, shall be determined by the Chairperson (or in his absence the Chair Pro Tem) or Finance Director in accordance with the Bond Resolution and the parameters set forth in Section 7 herein. All covenants contained in the Bond Resolution will be fully applicable to the Series 2016 Bonds as if the Series 2016 Bonds were originally issued under the Bond Resolution.

**SECTION 5. APPLICATION OF SERIES 2016 BOND PROCEEDS AND OTHER MONEYS.** That all moneys received by the District from the sale of the Series 2016 Bonds authorized and issued pursuant to the Bond Resolution and this Resolution, shall be disbursed as follows in accordance with the provisions of Section 4.3 of the Bond Resolution:

- (A) The accrued interest, if any, derived from the sale of the Series 2016 Bonds shall be deposited into the Debt Service Fund created and established by the Bond Resolution, and used for the purpose of paying interest on the Series 2016 Bonds, as the same becomes due and payable.
- (B) An amount equal to the costs of issuance of the Series 2016 Bonds, including, without limitation, any premium for Bond Insurance, shall be deposited into the Series 2016 Costs of Issuance Subaccount of the Construction Fund hereby created and established under this Supplemental Resolution and be applied by the District to pay when due the costs of issuance of the Series 2016 Bonds.
- (C) The balance of the proceeds of the Series 2016 Bonds shall be deposited into the Series 2016 Project Subaccount of the Construction Fund hereby created and established under this Supplemental Resolution and be applied by the District to pay

when due the Costs of the Series 2016 Project. Any balance in the Series 2016 Project Subaccount after the payment of all of the Costs of the Series 2016 Project shall be applied as provided in Section 4.4 of the Bond Resolution.

The Debt Service Reserve Requirement for the Series 2016 Bonds is \$0, and therefore there shall be no deposit to the Reserve Fund out of the proceeds from the sale of the Series 2016 Bonds.

The proceeds of the sale of the Series 2016 Bonds shall be and constitute trust funds for the purposes hereinabove provided, and there is hereby created a lien upon such moneys, until so applied, in favor of the Holders of the Series 2016 Bonds.

The District is hereby authorized to permit the Underwriters to pay directly to the Bond Insurer, if any, from the proceeds of the Series 2016 Bonds, the cost of the Bond Insurance Policy, if any. If, for any reason, any of the moneys deposited into the Series 2016 Costs of Issuance Subaccount of the Construction Fund are not necessary for or are not applied to pay the costs of issuing the Series 2016 Bonds, then such surplus proceeds shall be deposited in the following order:

First, to the Series 2016 Project Subaccount of the Construction Fund in the amount, if any, as directed by a certificate of the Finance Director;

Second, to the Debt Service Fund in the amount, if any, as directed by a certificate of the Finance Director; and

Third, for any lawful purpose of the District.

**SECTION 6. NEGOTIATED SALE.** That the District hereby finds that, due to the complicated nature of the financing, volatile market conditions, the need to issue the Series 2016 Bonds upon the most favorable market conditions and the advice of the Financial

Advisor, it would be in the best interest of the District that the Series 2016 Bonds be sold on a negotiated basis.

**SECTION 7. PARAMETERS FOR THE SALE OF THE SERIES 2016**

**BONDS.** That the Series 2016 Bonds shall be sold to the Underwriters at a purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Purchase Contract (substantially in the form attached hereto as Exhibit B), which is hereby approved and adopted by the District, with such changes thereto as shall be approved by the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director. Subject to the parameters set forth in this Section 7, the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director is hereby authorized to execute and deliver on behalf of the District, and the District Clerk is hereby authorized (if so required) to affix the seal of the District and attest to the execution of the Purchase Contract in substantially the form presented at this meeting, with such changes as previously described. The disclosure statements and truth-in-bonding statements of the Underwriters, as required by Section 218.385, Florida Statutes, as amended and supplemented, to be delivered to the District prior to the execution of the Purchase Contract, the form of which is attached as an exhibit to the Purchase Contract, will be entered into the official records of the District as part of the Purchase Contract. The Purchase Contract, when in final form as determined by the District Attorney and Bond Counsel, may be executed by the District without further action of the Board, provided the Financial Advisor confirms in writing to the Finance Director, or in his absence, the Chairperson or the Chair Pro Tem, that (i) the underwriting discount (exclusive of any original issue discount or original issue premium) is not greater than \$3.00 per \$1,000 of the original principal amount of the Series 2016 Bonds, (ii) the initial principal amount of Series 2016 Bonds sold thereunder does not exceed the principal amount authorized under this

Resolution, (iii) the final maturity of the Series 2016 Bonds does not extend beyond October 1, 2046, and (v) the Series 2016 Bonds shall be subject to redemption at the option of the District no later than eleven (11) years from the date of issuance thereof at the price not to exceed 102% of the principal amount plus accrued interest to the date of redemption.

Execution of the Purchase Contract by the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director and attestation by the District Clerk, if required, shall constitute conclusive evidence of the approval required herein of all of the terms and conditions contained in the final Purchase Contract.

The final terms and provisions of the Series 2016 Bonds shall be reflected in the final Official Statement relating to the Series 2016 Bonds and shall be entered into the records of the Board.

**SECTION 8. PRELIMINARY AND OFFICIAL STATEMENT.** That the Preliminary Official Statement in substantially the form attached hereto as Exhibit C with such changes as shall be approved by the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director, be and the same is hereby approved, and the Board hereby approves the use of the final printed Official Statement by the Underwriters in connection with the offering and sale of the Series 2016 Bonds in substantially the same form as the final printed Preliminary Official Statement, with such updates and insertion of final information as shall be approved by the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director. The Board hereby further approves the use by the Underwriters of any supplement or amendment to the Official Statement which is necessary so that the Official Statement does not include any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein not misleading. The Chairperson (or, in his absence, the Chair Pro Tem) and the Finance Director are hereby authorized and directed to execute the

Official Statement and any amendment or supplement thereto, in the name and on behalf of the District, and thereupon to cause the Official Statement and any such amendment or supplement to be delivered to the Underwriters with such execution and delivery thereof constituting conclusive evidence of the approval required herein of all changes made to the form of the Preliminary Official Statement attached hereto as Exhibit C. The Underwriters are hereby authorized to distribute and use the Preliminary Official Statement in connection with the marketing of the Series 2016 Bonds. The Chairperson, the Chair Pro Tem and the Finance Director, are each authorized to execute a certificate deeming the Preliminary Official Statement “final” within the meaning of the Rule. Notwithstanding the foregoing, the Official Statement with respect to the Series 2016 Bonds shall not be executed prior to the date the final form of the Purchase Contract is approved by Bond Counsel and the District Attorney and such form is executed in the manner contemplated in Section 7 herein.

**SECTION 9. PAYING AGENT AND REGISTRAR.** That U.S. Bank National Association, having its designated corporate trust office in Jacksonville, Florida, is hereby appointed as paying agent (the “Paying Agent”) and registrar (the “Registrar”) for the Series 2016 Bonds. By the acceptance of such appointment, U.S. Bank National Association agrees to comply with the terms of any Paying Agent/Registrar Agreement (as herein defined), the Bond Resolution, this Resolution and the Bond Insurance Policy, if any, applicable to it. The Paying Agent and Registrar agree to provide to the Bond Insurer, if any, copies of all notices and reports relating to the District or the Series 2016 Bonds received by it or which either is required to be sent to the District or the registered owners of the Series 2016 Bonds.

**SECTION 10. BOND INSURANCE POLICY.** That in the event the Financial Advisor advises the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director that, in order to sell the Series 2016 Bonds or to sell them at the most advantageous

prices, it is necessary to obtain a Bond Insurance Policy to secure the Series 2016 Bonds, the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director are authorized to approve such action as is recommended by the Financial Advisor. The payment of the applicable premium in the event it is determined to obtain a Bond Insurance Policy is hereby authorized. The decision whether or not to obtain a Bond Insurance Policy and from whom, shall be set forth in the Purchase Contract. Any Bond Insurance Policy shall meet the requirements of the Bond Resolution. To the extent necessary to evidence the requirements of any Bond Insurer, the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director, in consultation with the Financial Advisor and Bond Counsel, is hereby authorized and directed to execute any agreement or agreements with such Bond Insurer setting forth such requirements. The District Clerk hereby is authorized, on behalf of the District, to attest and, if required, impress the seal of the District on any such agreements, and said officers and all other officers of the District are hereby authorized and directed to carry out or cause to be carried out all obligations of the District under any such agreements. Execution of any such agreements by the Chairperson (or, in his absence, the Chair Pro Tem) or the Finance Director and attestation by the District Clerk, if required, shall constitute conclusive evidence of the approval required herein of all of the terms and conditions contained therein. Nothing contained herein shall require the District to obtain a Bond Insurance Policy.

**SECTION 11. REGISTRAR AGREEMENT.** That if so required by the Paying Agent and Registrar or Bond Counsel, the Board hereby authorizes the District to execute and deliver a paying agent/registrar agreement (herein, the "Paying Agent/Registrar Agreement") between the District and the Registrar and Paying Agent, subject to the form being approved by the Chairperson (or in his absence, the Chair Pro Tem) or the Finance Director, such approval to be evidenced conclusively by the execution of said Paying Agent/Registrar

Agreement. The Chairperson, the Chair Pro Tem or the Finance Director is hereby authorized and directed, on behalf of the District, to execute and deliver any Paying Agent/Registrar Agreement; the District Clerk hereby is authorized, on behalf of the District, to attest and, if required, impress the seal of the District on any Paying Agent/Registrar Agreement; and said officers and all other officers of the District are hereby authorized and directed to carry out or cause to be carried out all obligations of the District under the Paying Agent/Registrar Agreement.

**SECTION 12. BOOK-ENTRY BONDS.** That the Board hereby determines that the registration of the Series 2016 Bonds be by a Book-Entry System of registration. The Chairperson (or, in his absence, the Chair Pro Tem) and the Finance Director are each hereby authorized and directed to execute and deliver all documents or instruments found to be in acceptable form by the District Attorney and Bond Counsel, to evidence such Book-Entry System of registration, the execution and delivery by any of such officers of the District of any document or instrument relating to the Book-Entry System of registration shall constitute conclusive evidence of the District's approval thereof.

**SECTION 13. RULE 15C2-12 UNDERTAKING.**

A. The District hereby agrees with the Underwriters that with respect to the Series 2016 Bonds it will comply with the provisions of Rule 15c2-12 in effect from time to time (the "Rule"), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, to provide or cause to be provided, to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable regulation, from time to time (each such information repository, a "MSIR"), within 210 days following the end of each Fiscal Year of the District,

commencing with the Fiscal Year ending September 30, 2016, annual financial information and operating data concerning the District, consistent with the financial information and operating data included in the Official Statement, as hereinafter described, and, if not included with the annual financial information, then, when and if available, audited financial statements prepared in accordance with generally accepted accounting principles applicable to the District. If audited financial statements are not available at the time of required filings as set forth above, unaudited financial statements shall be filed pending the availability of audited financial statements. (The information required to be disclosed in this subsection A shall be referred to herein as the “Annual Report”). In connection with the annual financial information and operating data, consistent with the financial information and operating data included in the Official Statement, such information shall be deemed to include, but, except with respect to the historical nature of such information and data, shall not be limited to (to the extent required by the Rule) the following:

(i) the City’s Comprehensive Annual Financial Report for the immediately preceding Fiscal Year (the “CAFR”);

(ii) to the extent no longer included in the CAFR, updates of the information in the Official Statement relating to historical information (not projections) on Gross Revenues and Costs of Operation and Maintenance; and

(iii) (a) the table in the Official Statement setting forth the Ten Largest System Retail Customers and (b) any change in the table in the Official Statement of Adopted and Proposed Percentage Rate Increases.

The District reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the District; the District agrees that any such modification will be done in a manner consistent with the Rule.

B. The District agrees to provide or cause to be provided to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2016 Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016 Bonds, or other material events affecting the tax status of the Series 2016 Bonds;
- (vii) modifications to rights of holders of the Series 2016 Bonds, if material;
- (viii) Series 2016 Bond calls, if material, and tender offers;
- (ix) defeasances;

- (x) release, substitution, or sale of any property securing repayment of the Series 2016 Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the District (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);
- (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

C. The District agrees to provide or cause to be provided, in a timely manner, to each MSIR written notice of a failure by the District to provide the Annual Report described in subsection A above on or prior to the date set forth therein.

D. The District reserves the right to terminate its obligation to provide the Annual Report and notices of material events, as set forth above, if and when the District no longer remains an obligated person with respect to the Series 2016 Bonds within the meaning of the Rule (either by the redemption in full or legal defeasance of all such Series 2016 Bonds). If the District believes such condition exists, the District will provide notice of such termination to each MSIR. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

E. The District agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the Holders and Beneficial Owners of the Series 2016 Bonds, shall not create any rights in any other persons, firm or corporation and shall be enforceable by any Holder or Beneficial Owner; provided that the right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the District's obligations under this Section and any failure by the District to comply with the requirements of the Undertaking shall not be an event of default with respect to the Bond Resolution or the Series 2016 Bonds.

F. Any voluntary inclusion by the District of information in the Annual Report of supplemental information that is not required hereunder shall not expand the obligations of

the District hereunder and the District shall have no obligation to update such supplemental information or include it in any subsequent Annual Report.

G. Notwithstanding any other provision of this Resolution, the District may amend this Section and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identify, nature or status of an obligated person with respect to the Series 2016 Bonds, or the type of business conducted;

(2) The Undertaking, as amended or taking into account such waiver would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2016 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not materially impair the interests of Holders and Beneficial Owners as determined either by parties unaffiliated with the District or obligated person (such as Bond Counsel), or by an approving vote of Holders of the Series 2016 Bonds pursuant to the terms of the Bond Resolution.

In the event of any amendment or waiver of a provision of this Section, the District shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of annual financial information or operating data being presented by the District. In addition, if the amendment or waiver relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in the same manner as set forth in

subsection B and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

H. The District reserves the right to satisfy its obligations under this Section 13 through agents; the District may appoint such agents without the necessity of amending this Resolution. The District may also appoint or designate one or more employees of the District or the City to monitor and be responsible for the Undertaking.

**SECTION 14. SEVERABILITY OF INVALID PROVISIONS.** That if any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Series 2016 Bonds.

**SECTION 15. FURTHER AUTHORIZATIONS; RATIFICATION OF PRIOR ACTS.** That the Chairperson, the Chair Pro Tem, the Finance Director, the District Clerk, the District Attorney and any other authorized official of the District, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution, including, but not limited to, complying with any conditions to obtain a Bond Insurance Policy. All actions heretofore taken and documents prepared or executed by or on behalf of the District by any of its authorized

officers in connection with the transactions contemplated hereby are hereby ratified, confirmed, approved and adopted.

**SECTION 16. REPEALER.** That all resolutions or proceedings, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

**SECTION 17. EFFECTIVE DATE.** That this Resolution shall take effect immediately upon its adoption.

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PASSED AND APPROVED this 1st day of August, 2016.



**APPROVED:**

**TERENCE D. DAVIS  
CHAIRPERSON**

**ATTEST:**

**CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK**

**KaSHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM**

**LYNNE L. HUBBARD  
BOARD MEMBER**

**TONYA DAVIS JOHNSON  
BOARD MEMBER**

**DAWN S. PARDO  
BOARD MEMBER**

**MOTIONED BY:** D. PARDO

**SECONDED BY:** L. HUBBARD

**L. HUBBARD** AYE

**K. MILLER-ANDERSON** AYE

**T. DAVIS JOHNSON** AYE

**D. PARDO** AYE

**T. DAVIS** AYE

**REVIEWED AS TO LEGAL SUFFICIENCY**

**ANDREW DEGRAFFENREIDT, III  
DISTRICT ATTORNEY**

**City of Riviera Beach Utility Special District  
Water and Sewer Revenue Bonds, Series 2016**

**LIST OF EXHIBITS**

Exhibit A	Description of Series 2016 Project
Exhibit B	Bond Purchase Agreement
Exhibit C	Preliminary Official Statement