

Exhibit A

IFB Scope of Services

The City of Riviera Beach Utility Special District is expecting that the CONTRACTOR provides repairs to the DISTRICT's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the DISTRICT on an emergency basis. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently repairing aforementioned water systems in a timely and cost-effective manner. The CONTRACTOR should be experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the DISTRICT may have under contract.

The CONTRACTOR may be required, at the DISTRICT's discretion, to be under the direction of an agent of the DISTRICT.

While intended to cover water, wastewater and stormwater repair needs in any major disaster scenario or other emergency, the primary focus is on the threat of hurricane damage to the DISTRICT. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The DISTRICT envisions the need for multiple contracts to carry out the water utility systems work throughout the DISTRICT in the event of a major disaster or other emergency. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial DISTRICT payment and between subsequent payments, as well as

the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive water utility system repairs and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated activated via purchase order or work order only in the case of an emergency or immediately after an emergency. As such, no compensation will accrue to the contractor(s) unless and until a purchase order or work order is issued either in anticipation of an emergency or immediately after such disaster. Each purchase order/work order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The DISTRICT does not guarantee a CONTRACTOR will be activated under this Agreement.

In addition to using DISTRICT forces and equipment, the DISTRICT intends to award multiple contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the DISTRICT prior to or in the aftermath of an emergency. Each CONTRACTOR awarded a repair contract will serve as a General Contractor for the purpose of water utility systems repair operations, and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the DISTRICT intends to contact the CONTRACTOR awarded a repair contract under this IFB to advise them of the DISTRICT's intent to utilize the contracts via purchase order/work order.

When a major disaster or emergency occurs or is imminent, the DISTRICT will initially send out an alert to the selected CONTRACTOR(S). This alert will serve to activate the lines of communication between the CONTRACTOR representatives and the DISTRICT.

Specific purchase orders/work orders will be issued to select contractor(s) based on the best interest of the DISTRICT. The DISTRICT reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted. The DISTRICT does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose awarded CONTRACTORS based on ranking.

The general concept of water utility systems repairs shall include pipe break repair, pipe collapse repair, sections of pipe replacement, cleaning and lining of existing mains, among other tasks. The DISTRICT will prescribe the specific schedule to be used after ascertaining the scope and nature of the anticipated or disaster's or emergency's impacts.

The DISTRICT reserves the right to utilize the CONTRACTOR for other repair work consistent with this Scope of Work even if the repair work is not an emergency. Said work will be awarded via Purchase Order OR Work Order in the DISTRICT's sole discretion.

Reporting

The CONTRACTOR shall submit a report to the DISTRICT Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order or Work Order, Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the DISTRICT.

Performance of Contractor

It is the intent of the Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Inability to perform repairs due to CONTRACTOR equipment or operational failures, liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for the following infraction:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.

The CONTRACTOR may be immediately terminated and may not be paid for the following:

1. Starting repairs of any non-eligible, non-DISTRICT approved areas.
2. Moving to another designated Work Area without prior DISTRICT approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the DISTRICT.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the awarded contract term.

The DISTRICT reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.