

RESOLUTION NO. 18-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION #4 FROM CHEN AND ASSOCIATES, INC., IN THE AMOUNT OF \$56,350.00 TO PERFORM PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE DESIGN AND PERMITTING FOR UTILITY ADJUSTMENTS AT INTERSECTION OF HAVERHILL BOULEVARD AND DYER ROAD; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of Chen and Associates, Inc., has prepared and submitted to the Utility Special District, Work Authorization #4, for professional engineering design services for engineering design and permitting for utility adjustments at the intersection of Haverhill Boulevard and Dyer Road, for a fee of \$56,350.00 ; and

WHEREAS, the primary purpose of this project is to accommodate the Palm Beach County Haverhill Boulevard and Dyer Road intersection improvement project.

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

SECTION 1: That the Utility Special District Board approve Work Authorization #4 from Chen and Associates, Inc., in the amount of \$56,350.00, to provide professional engineering design and permitting services for utility adjustments and improvements required.

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 of \$56,350.00.

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

PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 18-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

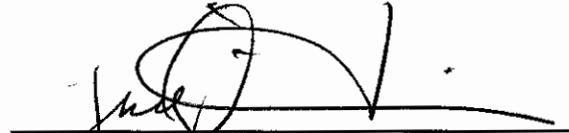


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



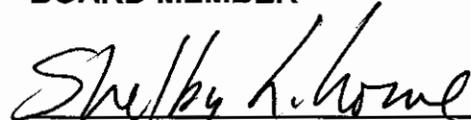
JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

D. PARDO AYE

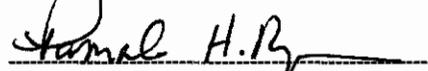
J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 19-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION #2 FROM BFA, Inc., IN THE AMOUNT OF \$7,024.99, TO PERFORM PROFESSIONAL ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE CONSTRUCTION OF A FIRE HYDRANT ON MLK NEAR THE SOUTH ENTRANCE OF THE PALM LAKE CO-OP; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of BFA, Inc., has prepared and submitted to the Utility Special District, Work Authorization #2 for professional engineering design and permitting services for the construction of a fire hydrant on MLK Blvd near the south entrance of the Palm Lake Co-op community, for a fee of \$7,024.99 ; and

WHEREAS, the primary purpose of this project is to enable Utility District staff to flush the water distribution system in this part of the service area to increase the chlorine residual.

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 #2 from BFA, Inc., in the amount of \$7,024.99, to provide professional engineering design and permitting services for the construction of the fire hydrant as described.

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 of \$7,024.99.

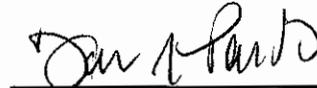
SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 19-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

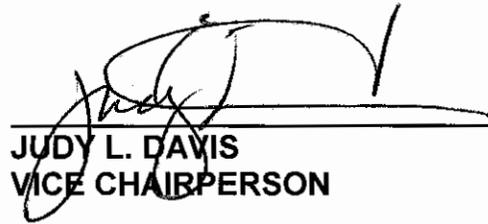


DAWN S. PARDO
CHAIRPERSON

ATTEST:



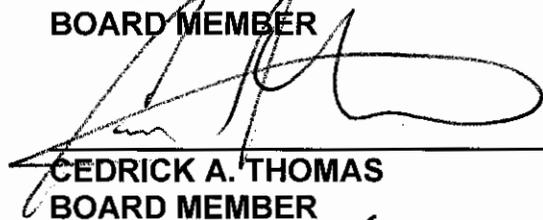
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



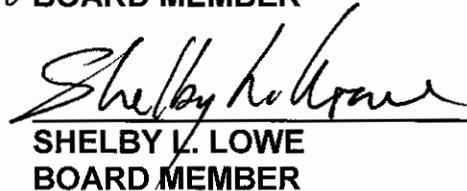
JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 20-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION #6 FROM CHEN AND ASSOCIATES, INC., IN THE AMOUNT OF \$218,354.00 TO PERFORM PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE DESIGN AND PERMITTING FOR UTILITY ADJUSTMENTS ON US 1 FROM SILVERBEACH ROAD TO W. 10TH STREET; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1437-536-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of Chen and Associates, Inc., has prepared and submitted to the Utility Special District, Work Authorization #6 for professional engineering design services for engineering design and permitting for utility adjustments on US 1 from Silverbeach Road to West 10th Street, for a fee of \$218,354.00 ; and

WHEREAS, the primary purpose of this project is to accommodate the Florida Department of Transportation US 1 improvement project.

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

SECTION 1: That the Utility Special District Board approves the Work Authorization #6 from Chen and Associates, Inc., in the amount of \$218,354.00, to provide professional engineering design and permitting services for utility adjustments and improvements required.

SECTION 2: That the District Finance Director is authorized to make payment for same under Account Number 413-1437-536-0-6558 in the amount of \$218,354.00.

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

PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 20-10UD
PAGE 2

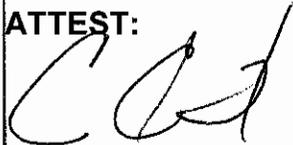
UTILITY SPECIAL DISTRICT

APPROVED:

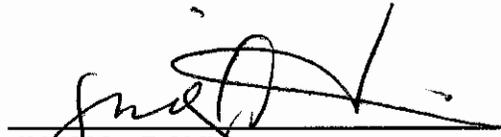


DAWN S. PARDO
CHAIRPERSON

ATTEST:



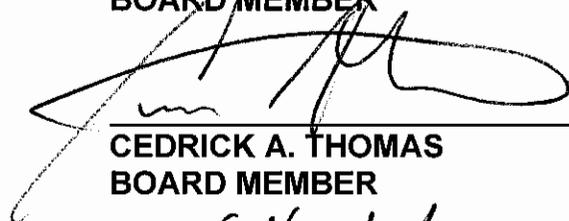
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 21-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM CHEN AND ASSOCIATES, INC., IN THE AMOUNT OF \$13,760.00 TO PERFORM PROFESSIONAL ENGINEERING EVALUATION SERVICES FOR STUDY OF SECONDARY DISINFECTION SYSTEMS FOR ALL THREE (3) REPUMP STATIONS (WORK AUTHORIZATION #7); AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1437-536-0-3103; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of Chen and Associates, Inc., has prepared and submitted to the Utility Special District, a proposal for professional engineering evaluation services for a study of the secondary disinfection systems for all three (3) repump stations, for a fee of \$13,760.00 (Work Authorization #7); and

WHEREAS, the primary purpose of this project is to provide the most effective method of secondary disinfection and providing a constant system-wide total chlorine residual.

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

SECTION 1: That the Utility Special District Board approves the proposal from Chen and Associates, Inc., in the amount of \$13,760.00, to provide professional engineering evaluation services for secondary disinfection systems required.

SECTION 2: That the District Finance Director is authorized to make payment for same under Account Number 411-1437-536-0-3103 in the amount of \$13,760.00.

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

PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 21-10UD

PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

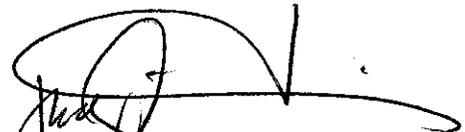


DAWN S. PARDO
CHAIRPERSON

ATTEST:



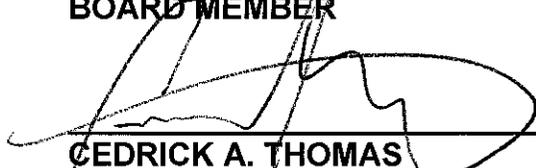
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



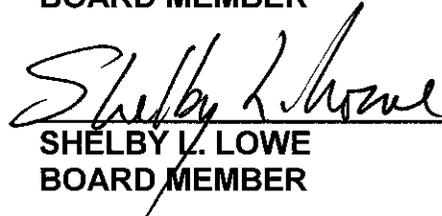
JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 22-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT OF BID NO. 262-10 TO INSITUFORM TECHNOLOGIES, INC., IN THE AMOUNT OF \$519,857.00, PLUS A 10% CONTINGENCY, TOTALING \$571,842.70 TO CONSTRUCT THE SEWER IMPROVEMENTS FOR A1A, PARK AVENUE AND SURF ROAD; AND AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$571,842.70, FROM THE UTILITY DISTRICT'S CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 TO CAP: SEWAGE COLLECTION ACCOUNT NO. 412-1438-535-0-4606 AND TO PAY SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the contractor Insituform Technologies, Inc., has been determined to be the lowest responsive bidder to Bid. No 262-10, for a fee of \$519,857.00, plus a 10% contingency, totaling \$571,842.70; and

WHEREAS, the primary purpose of this project is improve the sewer collection system along A1A, Park Avenue and Surf Road.

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

SECTION 1: That the Utility Special District Board approves the contract and award to Insituform Technologies, Inc., in the amount of \$519,842.70 with a 10% contingency for a total amount of \$571,842.70, to provide construction services for sewer improvements as stipulated in Bid No. 262-10.

SECTION 2: That the District Board Chairperson and District Clerk is hereby authorized to execute the contract.

SECTION 3: That the District Finance Director is authorized to transfer funds from the Utility District Contingency Account No. 412-1417-536-0-5999 to CAP: Sewage Account No. 412-1438-535-0-4606; and to pay for same under Account Number 412-1438-536-0-4606.

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

PASSED AND APPROVED this 18th day of August, 2010

RESOLUTION NO. 22-10UD

PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:



DAWN S. PARDO
CHAIRPERSON

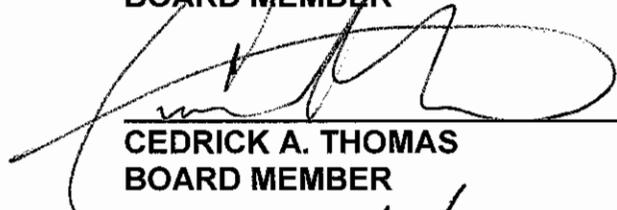
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

D. PARDO AYE

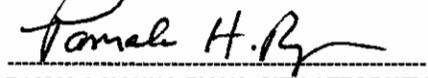
J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
CONSTRUCTION CONTRACT**

This Contract is made as of this 18th day of August, 2010 by and between the CITY OF RIVIERA BEACH UTILITY DISTRICT, a Political Subdivision of the State of Florida, by and through its BOARD, hereinafter referred to as the DISTRICT, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 and Insituform Technologies, Inc., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 13-3032158, and whose address is 17988 Edison Avenue, Chesterfield, MO 63005.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction for the A1A, Park Avenue and Surf Road Sewer Improvements as more specifically set forth **Bid No. 262-10**, hereinafter the "Bid", the Addenda, Specifications, General and Special Conditions and **Exhibit "A"** of the Contract all of which are incorporated herein by reference; and to the extent 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 various documents.

To the extent there exist a conflict between the bid and this Contract, the terms, conditions, covenants, and/or provision of this contract shall prevail. Wherever possible, the provision of such document shall be construed in such a manner as to avoid conflicts between provisions of various documents.

The UTILITY DISTRICT'S representative/liason during the performance of this Contract shall be Mr. Mario E. Loaiza, Utility District Engineer, telephone number 561-845-4185.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the DISTRICT has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the DISTRICT. All work shall be carried on at a rate to insure its full completion within one hundred eighty (180) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the DISTRICT, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between

the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The DISTRICT agrees to compensate the CONTRACTOR, in amount not to exceed \$519,857.00; and in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The DISTRICT shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the DISTRICT in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the DISTRICT.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the UTILITY SPECIAL DISTRICT'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the UTILITY SPECIAL DISTRICT representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The UTILITY SPECIAL DISTRICT will pay the CONTRACTOR estimate and invoice, as approved by the UTILITY SPECIAL DISTRICT representative. Invoices will normally be paid within thirty (30) days following the UTILITY SPECIAL DISTRICT representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. There are no reimbursable expenses for this contract. The CONTRACTOR is responsible for any and all expenses related to the completion of this contract.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the DISTRICT. This certifies that all services have been properly performed and all charges and costs have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included on this

final invoice are waived by the CONTRACTOR and the DISTRICT shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the DISTRICT'S representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the DISTRICT fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the DISTRICT'S satisfaction through the date of termination.

After receipt of a Termination Notice and except as otherwise directed by the DISTRICT, the CONTRACTOR shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The DISTRICT reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

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

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

ARTICLE 8 - M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the DISTRICT has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the DISTRICT'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the DISTRICT'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and

understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the DISTRICT to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the DISTRICT, the 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 CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal

injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the DISTRICT.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the DISTRICT as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the DISTRICT, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the DISTRICT'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the CONTRACTOR. The DISTRICT agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the DISTRICT shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the DISTRICT by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the 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

ised accordingly; subject to the DISTRICT'S rights to change, terminate, or stop any or all of the work at any
ie.

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

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the DISTRICT'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the DISTRICT under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the DISTRICT or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the DISTRICT'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the DISTRICT'S expense shall be and remain the DISTRICT'S property and may be reproduced and reused at the discretion of the DISTRICT.

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including,

Without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the DISTRICT'S representative upon request.

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

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the

CONTRACTOR and approved and executed by the DISTRICT COUNCIL FOR THE DISTRICT OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

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

Mario E. Loaiza, P.E.
Utility District Engineer
CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

H. Douglas Thomas
VP-Global procurement/Operations Support
INSITUFORM TECHNOLOGIES, INC.
17988 Edison Avenue
Chesterfield, MO 63005

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the DISTRICT with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
3. For projects that do not exceed \$500,000.00, the DISTRICT will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the DISTRICT substitute another bond and surety company, at no cost to the DISTRICT, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

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

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the rehabilitation/improvements to the North Singer Island Pump Station for the CITY OF RIVIERA BEACH UTILITY DISTRICT, BID NO. 210-08, all products and services shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to N/A for a period of one (1) year. Upon receipt of notice from the DISTRICT of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the DISTRICT. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the DISTRICT, the

DISTRICT may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the DISTRICT with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to provided under this contract.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Mr. H. Douglas Thomas, Vice President of Global Procurement/Operations Support of Insituform Technologies, Inc., hereby represents to the DISTRICT that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Instruction to Bidders, General Conditions, Special Conditions, Plans and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 262-10. To the extent that there exists a conflict between this Contract and Bid No. 262-10, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY OF RIVIERA BEACH UTILITY DISTRICT BOARD OF DIRECTORS or its designated representative.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 - SURVIVABILITY

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

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

c. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

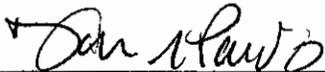
The DISTRICT, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this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

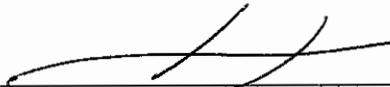
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IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

CONTRACTOR:
INSITUFORM TECHNOLOGIES, INC.

BY: 
DAWN S. PARDO,
BOARD CHAIRPERSON

BY: 
H. DOUGLAS THOMAS
VICE PRESIDENT GLOBAL
PROCUREMENT / OPERATIONS SUPPORT

ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
GLORIA SHUTTLESWORTH, ASSISTANT CITY MANAGER &
INTERIM EXECUTIVE DIRECTOR OF UTILITIES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
DISTRICT ATTORNEY

Date: _____

INSITUFORM TECHNOLOGIES, INC.

Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, Inc., a Delaware corporation (the "Corporation"), hereby certifies that:

1. The following is a true and correct excerpt from the By-laws of the Corporation:

Chief Executive Officer Appointments. The Chief Executive Officer may from time to time appoint such officers of operating divisions, and such contracting and attesting officers, of the Corporation as the Chief Executive Officer may deem proper, who shall have such authority, subject to the control of the Board, as the Chief Executive Officer may from time to time prescribe.

2. The Chief Executive Officer of the Corporation has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Corporation. Each of the foregoing have been fully authorized and empowered by the Chief Executive Officer of the Corporation: "(i) to certify and to attest the signature of any officer of the Corporation, (ii) to enter into and to bind the Corporation to perform pipeline rehabilitation activities of the Corporation and all matters related thereto, including the maintenance of one or more offices and facilities of the Corporation, (iii) to execute and to deliver documents on behalf of the Corporation and (iv) to take such other action as is or may be necessary and appropriate to carry out the projects, activities and work of the Corporation."

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary, this 25th day of March, 2010.

INSITUFORM TECHNOLOGIES, INC.

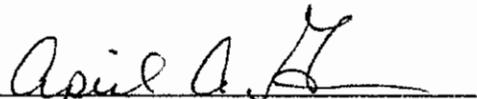
By: 
April A. Greer
Assistant Secretary

EXHIBIT "A"

SCOPE OF WORK

[Reports if Applicable]

[Key Personnel if Applicable]

SEE ATTACHMENT



EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.



LETTER OF TRANSMITTAL

From ► Insituform Technologies, Inc.

Diane Partridge

17988 Edison Avenue

Chesterfield, MO 63005

Our Telephone ►	636-530-8650 or 800-325-1159
FAX ►	636-530-8701

CC: Angela Thayer
File

To ► **CITY OF RIVIERA BEACH UTILITIES DISTRICT**

**600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FL 33404**

Tel: (561) 845-4185

Date ►	8/16/10
Job Number ►	
Attention ►	MARIO LOAIZA, PE
Reference ►	AIA, Park Avenue, & Surf Road Improvements

WE ARE SENDING TO YOU THE FOLLOWING:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Attached. | <input type="checkbox"/> Plan(s). | <input type="checkbox"/> Videotape(s). |
| <input type="checkbox"/> Shop Drawing(s). | <input type="checkbox"/> Change Order(s). | <input type="checkbox"/> Project Report(s). |
| <input type="checkbox"/> Copy of Letter. | <input type="checkbox"/> Inspection Report(s). | <input type="checkbox"/> Bid Documents |
| <input type="checkbox"/> Prints. | <input checked="" type="checkbox"/> Contract(s). | <input type="checkbox"/> Following Items Under Separate Cover Via _____. |
| <input type="checkbox"/> Other – See below | | |

NO. OF COPIES	DATE	NO. OF VOLUMES	
3			Signed Contracts, Bonds & Certificates of Insurance

REMARKS ► Please return an executed original to my attention at the above address. If you have any questions please feel free to contact me at 1-800-325-1159.
Diane Partridge

Delivered By ►	<i>Diane Partridge</i>	Received By ►	
Date ►	8-16-10	Date ►	
Copy To ►		Signed By ►	

10/17/2003
CITY OF RIVIERA BEACH
UTILITY DISTRICT

10/17/2003
CITY OF RIVIERA BEACH
UTILITY DISTRICT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2010

7/1/2011

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED 1041932 Insituform Technologies, Inc. 17988 Edison Avenue Chesterfield MO 63005	INSURER A: Liberty Mutual Fire Insurance Company (64)	23035
	INSURER B: Liberty Insurance Corporation (64)	42404
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES INSTE02 22356

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Independent Contractor <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TB2-641-004218-030 BROAD FORM PD/CONTRACTUAL PER PROJECT AGG. CAP \$20M	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-641-004218-020	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WA7-64D-009004-440 WC7-641-004218-010 (WI & OR)	7/1/2010 7/1/2010	7/1/2011 7/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: AIA, PARK AVENUE, AND SURF ROAD SEWER IMPROVEMENTS. CITY OF RIVIERA BEACH UTILITY DISTRICT IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS. WAIVER OF SUBROGATION APPLIES UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION WHERE PERMISSIBLE BY LAW AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

10968081

 CITY OF RIVIERA BEACH UTILITY DISTRICT
 600 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUT

025 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'INSTE02'.

All rights reserved.

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE Insituform Technologies, Inc., as Contractor

Hereinafter called "Principals" whose main business address is 17988 Edison Avenue,

Chesterfield, MO 63005 and telephone number is 636-530-8000 and Travelers Casualty and

Surety Company of America, a corporation, as Surety, whose main business address is One Tower Square

Hartford, CT 06183-6014 and telephone number is 860-277-0111

are bound to the City of Riviera Beach, hereinafter called Owner, in the sum of \$ \$519,857.00

Five Hundred Nineteen Thousand Eight

Hundred Fifty Seven Dollars & No/100, for payment of which we bond ourselves, our heirs,

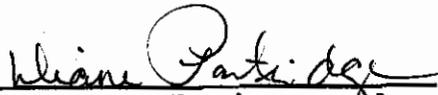
personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract, hereinafter called "Contract" dated August 18,
2010, 200 between Principal and Owner for construction of "**Utility District - A1A, Park Avenue, and Surf Road Sewer Improvements**" the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), *Florida Statutes*, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs and attorney's fees, including appellate fees, that Owner sustains because of a default by Principal under the Contract; and;

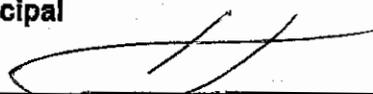
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract: then this bond is void; otherwise it remains in full force. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Contract does not affect Surety's obligation under this bond.

Date August 18, 2010


**Attest as to the signature of
the Principal**
Diane Partridge
Contracting and Attesting Officer

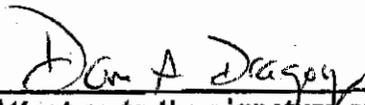
Insituform Technologies, Inc.

Principal

By: 
H. Douglas Thomas
VP-Global Procurement/Operations Support

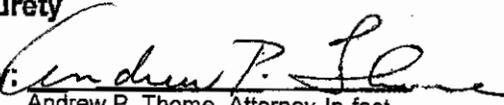
Address

17988 Edison Avenue
Chesterfield, MO 63005


**Attest as to the signature of
the Surety** Dana A. Dragoy, Witness

Travelers Casualty and Surety Company of America

Surety

By: 
Andrew P. Thome, Attorney-In-fact

Note: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

Surety companies executing bonds must be authorized to do business in the State of Florida and have a minimum Best's Rating of "B+" on Management and "XII" on Financial Strength.

State of Missouri
County of St. Louis

On 8/18/2010 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



My Commission Expires _____

A handwritten signature in cursive script that reads "Dana A. Dragoy".

Dana A. Dragoy, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221934

Certificate No. 003632069

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Justine P. Weber, Kristan L. Lucas, Anne M. Gliedt, Stephanie L. Klearman, Peter J. Mohs, Helen A. Antoine, and Salena Wood

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of April, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 28th day of April, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

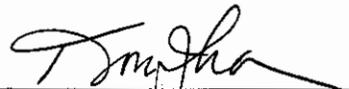
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of August, 20 10.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RESOLUTION NO. 23-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION #3 FROM BARNES, FERLAND & ASSOCIATES, Inc. (BFA), IN THE AMOUNT OF \$8,183.64 TO PERFORM PROFESSIONAL ENGINEERING DESIGN AND SERVICES FOR GROUND WATER RULE FOUR-LOG VIRUS TREATMENT DEMONSTRATION AND CALCULATIONS (WORK AUTHORIZATION #3); AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of BFA, Inc., has prepared and submitted to the Utility Special District, Work Authorization #3 for professional engineering design and services for the preparation of ground water rule four-log virus treatment demonstration and calculations, for a fee of \$8,183.64 ; and

WHEREAS, the primary purpose of this project is to abide by requirements of the Florida Department of Environmental Protection.

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 approve Work Authorization #3 from BFA, Inc., in the amount of \$8,183.64, to provide professional engineering design and services for ground water rule four-log virus treatment demonstration and calculations as described.

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 of \$8,183.64.

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

PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 23-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

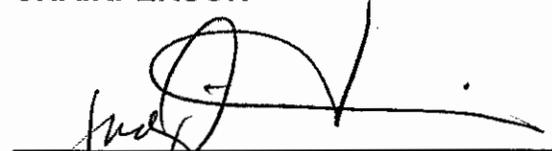


DAWN S. PARDO
CHAIRPERSON

ATTEST:



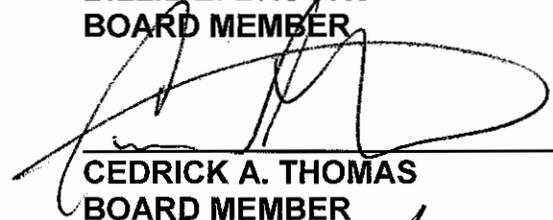
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



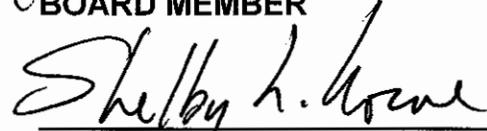
JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 24-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE WORK AUTHORIZATION #4 FROM BFA, Inc., IN THE AMOUNT OF \$45,201.88 TO PERFORM PROFESSIONAL ENGINEERING DESIGN AND PERMITTING SERVICES FOR THE CONSTRUCTION AERIAL CROSSING REHABILITATION; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of BFA, Inc., has prepared and submitted to the Utility Special District, Work Authorization #4, for professional engineering design and permitting services for the preparation of construction documents, lead-based paint testing, bidding assistance and construction administration for twenty aerial crossings within the service area, for a fee of \$45,201.88 ; and

WHEREAS, the primary purpose of this project is to rehabilitate and maintain all of the aerial utility crossings within the entire service area.

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 #4 from BFA, Inc., in the amount of \$45,201.88, to provide professional engineering design and permitting services for the rehabilitation of all aerial crossings as described.

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 of \$45,201.88.

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

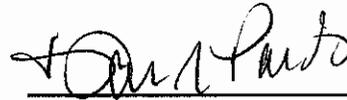
PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 24-10UD

PAGE 3

UTILITY SPECIAL DISTRICT

APPROVED:

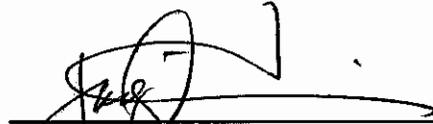


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



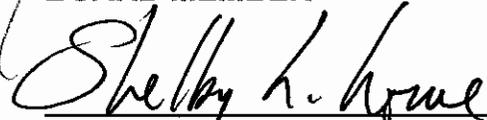
JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: C/ TJP

D. PARDO AYE

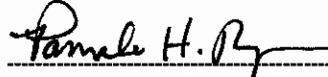
J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 25-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING WORK AUTHORIZATION #5 FROM BARNES FERLAND and ASSOCIATES, Inc., IN THE AMOUNT OF \$163,632.10 TO PERFORM PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE ISSUANCE OF THE CONSUMPTIVE USE PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of BFA, Inc., has prepared and submitted to the Utility Special District, Work Authorization #5 for professional engineering design services for ground water modeling and other services, for a fee of \$163,632.10 ; and

WHEREAS, the primary purpose of this project is to obtain the required Consumptive Use Permit from the South Florida Water Management District. This permit will allow for the continued permitted operation of the District's Water Treatment Plant.

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 approve Work Authorization #5 from BFA, Inc., in the amount of \$163,632.10, to provide professional engineering design services for ground water modeling and other services.

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 of \$163,632.10.

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

PASSED AND APPROVED this 18th day of August, 2010.

RESOLUTION NO. 25-10UD

PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


JUDY L. DAVIS
VICE CHAIRPERSON

ABSENT

BILLIE E. BROOKS
BOARD MEMBER


CEDRICK A. THOMAS
BOARD MEMBER
SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10