

RESOLUTION NO. 26-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATIONS BY THE PURCHASING DIRECTOR AND DISTRICT STAFF, FOR A SOLE SOURCE PROCUREMENT FROM IWATER TECHNOLOGY; AND APPROVING THE PURCHASE AND DELIVERY OF AN OPERATIONAL INFRAMAP SOFTWARE PROGRAM FOR THE VALVE EXERCISING/SOFT DIG MACHINE IWATER TECHNOLOGY IN AMOUNT OF \$16,998.00; AND AUTHORIZING THE DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE PURCHASE AGREEMENT; AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO MAKE THE APPROPRIATE TRANSFER; AND PAY THIS AMOUNT FROM ACCOUNT NO. 413-1430-533-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff is recommending the approval of a sole source procurement to purchase an operational InfraMap Software Program for the Valve Exercising Machine from iWater Technology; and

WHEREAS, the purchase of this software package will be used in conjunction with the soft dig machine approved by the District Board, on June 16, 2010, which will eliminate the need for continuous soft dig services; and greatly improve the capabilities of the District to be self sufficient; thereby saving money in excess of \$100,000 per year; and

WHEREAS, vertical information of the District's utilities is routinely required by state and local agencies.

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 purchase of an operational Inframap software program for the valve exercising/soft dig machine from iWater Technology, a sole source vendor, in the total amount of \$16,998.00.

SECTION 2: That the District Board Chairperson is authorized to execute the Purchase Agreement.

SECTION 3: That the Interim District Finance Director is authorized to transfer funds in the amount of \$16,998.00 from CAP: Contingency Account No. 413-1430-533-0-5999 to CAP: Machinery & Equipment Account No. 413-1430-533-0-6405; and make payment for same under Account Number 413-1430-533-0-6405, in the amount of \$16,998.00.

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

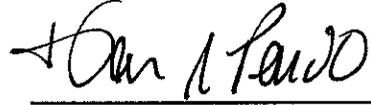
PASSED AND APPROVED this 15th day of September, 2010.

RESOLUTION NO. 26-10UD

PAGE 3

UTILITY SPECIAL DISTRICT

APPROVED:

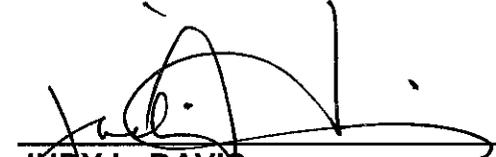


DAWN S. PARDO
CHAIRPERSON

ATTEST:



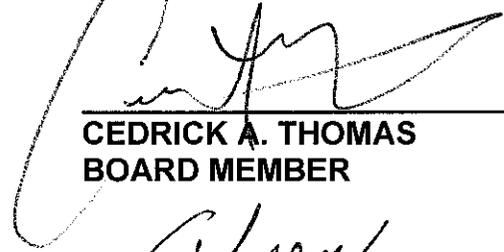
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

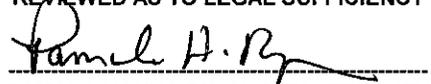
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/7/10

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 18th day of August, 2010 by and between iWater, Inc., hereinafter referred to as "**Independent Contractor**," whose mailing address is 18 Goodyear, Suite 100, Irvine, CA 92618, and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as "**District**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the District request the right to piggy back on a recent contract resulting from an Invitation to Bid Contract No. Y8-633-NW posted by Orange County, Florida Board of Commissioners for an **Operational InfraMap Software Program for the Valve Exercising-Soft Dig Machine (Wachs VMT-2)** to wit, hereinafter referred to as the "**BID**", the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder to sell the Operational InfraMap Software for the Wachs VMT-2- Valve Exercising Machine to the City of Sarasota, Florida Information Systems Technology Department Bid #PD-811554.

WHEREAS, the District staff desires and is authorized under Sec. 9-107 the District Procurement Code (Ordinance 2412) to utilize contract prices establishes by other governmental units "Piggy Back".

In consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the City of Sarasota Bid #PD-811554 the extent that there exist a conflict between the BID and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

3. The District does hereby retain the services of the Independent Contractor for the purposes of providing an Operational InfraMap Software Program for the Valve Exercising-Soft Dig Machine as set forth more fully in the City of Sarasota Bid #PD-811554, herein after referred to as Exhibit "A", attached hereto and incorporated herein by reference.

4. Items to be purchased under the terms of this agreement shall be delivered to the District no later than ninety (90) days after receipt of District purchase order, the timely delivery of said materials being an essential condition of this agreement.

5. If through no fault of the District, Independent Contractor, delivers a product that is not acceptable, Independent Contractor shall be responsible for correcting and replacing and shall bear all costs associated with above.

6. The District agrees to compensate the Independent Contractor in the amount of **\$16,998.00** in accordance with the fee proposal as set forth in Exhibit "A." The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The District shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District pursuant to of the terms and conditions in Exhibit "A".

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

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

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

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

11. All of the Independent Contractor's personnel (and all Subcontractors) while on District premises will comply with all District requirements governing conduct, safety and security.

12. The District is exempt from payment of Florida State Sales and Use Taxes. The District will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District.

13. Prior to execution of this Agreement by the District, the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the District's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

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

17. The Independent Contractor further agrees to indemnify, save harmless and defend the District, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which its employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the District to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

18. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor.

19. The Independent Contractor does not have the power or authority to bind the District in any promise, agreement or representation other than as specifically provided for in this Agreement.

20. The District reserves the right to make changes in the scope of purchasing the Operational InfraMap Software Program for the Valve Exercising/Soft Dig Machine. Upon receipt by the Independent Contractor of the District's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the District so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the District's decision to proceed with the change.

21. If the District elects to make the change, the District shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the District Clerk for the District.

22. Upon receipt of notice from the District of failure or defect of any part covered under such warranty/guaranty period, the affected parts shall be replaced promptly with new parts by the Independent Contractor at no expense to the District. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the District, the District may make repair or repairs at the expense of the Independent Contractor.

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

24. 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.

25. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, 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.

26. Time is of the essence in all respects under this Agreement.

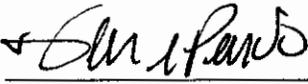
27. Failure of the District to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of District's right to enforce or exercise said right(s) at any time thereafter.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

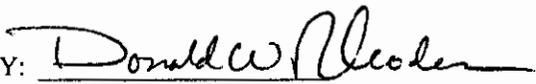
IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

BY: 
DAWN S. PARDO
CHAIRPERSON

INDEPENDENT CONTRACTOR

IWATER, INC

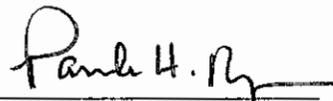
BY: 
DON RHODES
PRESIDENT

ATTEST:

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

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
DISTRICT ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
GLORIA SHUTTLESWORTH, ACM
INTERIM DIRECTOR OF UTILITIES

DATE: 9/7/10



infraMAP
T E C H N O L O G Y

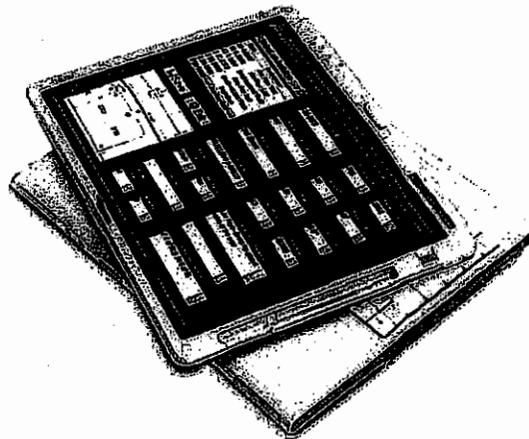
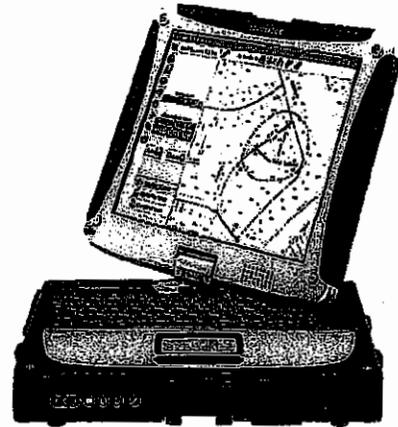
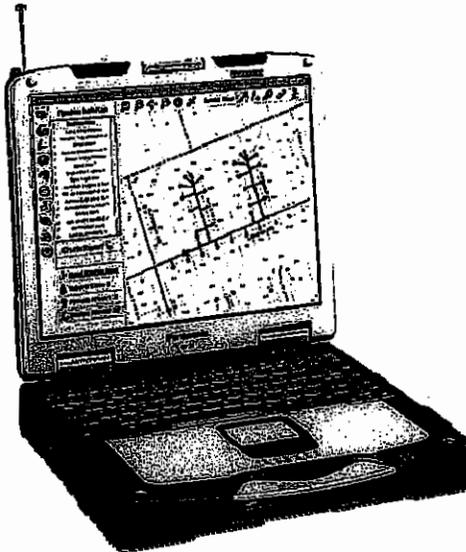
18 Goodyear Suite 100-Irvine, CA 92618

P: 949-268-4549 F: 949-268-4155

Information Packet

infraMAP Field Crew Software

Version 6.0



18 Goodyear, Suite 100
Irvine, CA 92618

Office: 949-768-4549

Fax: 949-768-4155

CA Contractor License: A 783766



Estimate

DATE	ESTIMATE #
8/5/10	207419

Estimate pricing valid for 30 days.

Bill to:

City of Riviera Beach
Attn: Allen Davis
600 W. Blue Heron Blvd
Riviera Beach, FL 33404

Ship To

City of Riviera Beach
Attn: Allen Davis
600 W. Blue Heron Blvd
Riviera Beach, FL 33404

Please visit our website at: www.iWater.org

ITEM	DESCRIPTION	REP	TERMS	PROJECT
		KK	Net 30 ...	
		QTY	COST	TOTAL:
Installation	Installation of infraMAP Software. Includes configuration and data integration. Existing data will be validated and loaded into all specified computers.	1	3,000.00	3,000.00
infraMAP Ent...	infraMAP Enterprise: Software system for editing and updating infrastructure data. Can be installed on a laptop/tablet PC as a mobile GPS system or on a desktop computer. Built on ESRI ArcGIS Engine 9 framework.	2	5,499.00	10,998.00
infraMAP Tra...	On-Site training for infraMAP Software. Price is per day. CA Sales Tax	2	1,500.00 7.75%	3,000.00 0.00

Approved by: 

Date: _____

TOTAL:

\$16,998.00

NOTE: THIS ESTIMATE DOES NOT INCLUDE ANY INSURANCE ENDORSEMENTS. CUSTOMER IS RESPONSIBLE FOR ALL EXPENSES FOR EACH REQUEST TO BE LISTED FOR ADDITIONAL INSURED, PRIMARY INSURED AND/OR WAIVER OF SUBROGATION.

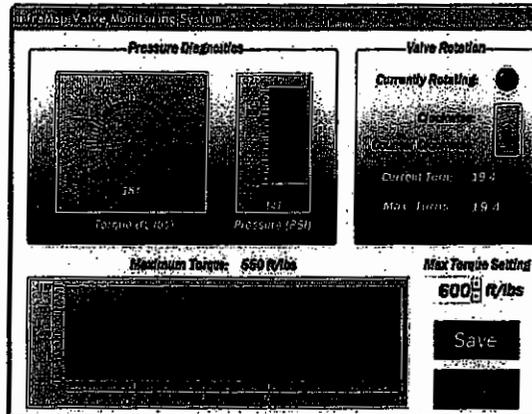


- infraMap is optimized for pen-based or touch-screen computers:
 - Tapping on the display and redlining is simple to learn and use.
 - Handwriting recognition eases the transition from paper to computers.



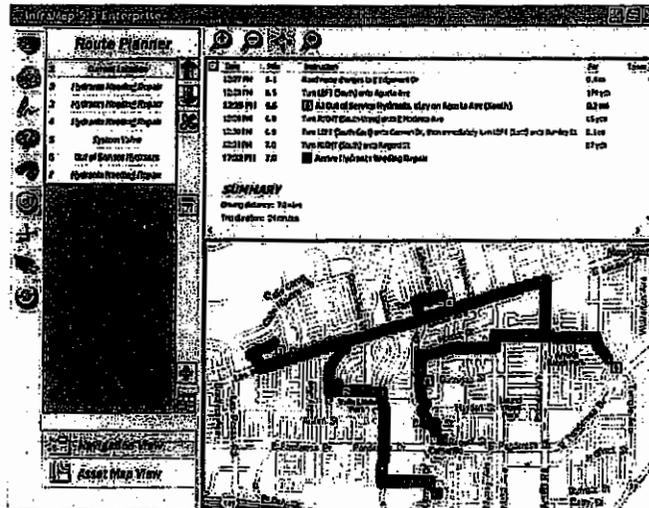
- infraMap is the only mobile GIS system with the ability to directly connect with hydraulic valve machines:

- Supports full integration with the Pacific-Tek PT-25.
- Also supports the Wachs TM-7 valve machine interface.



- infraMap is a fully functioning GPS navigation system:

- Real-time vehicle location is displayed on the map.
- Turn-by-turn directions can be generated for any asset in the system.



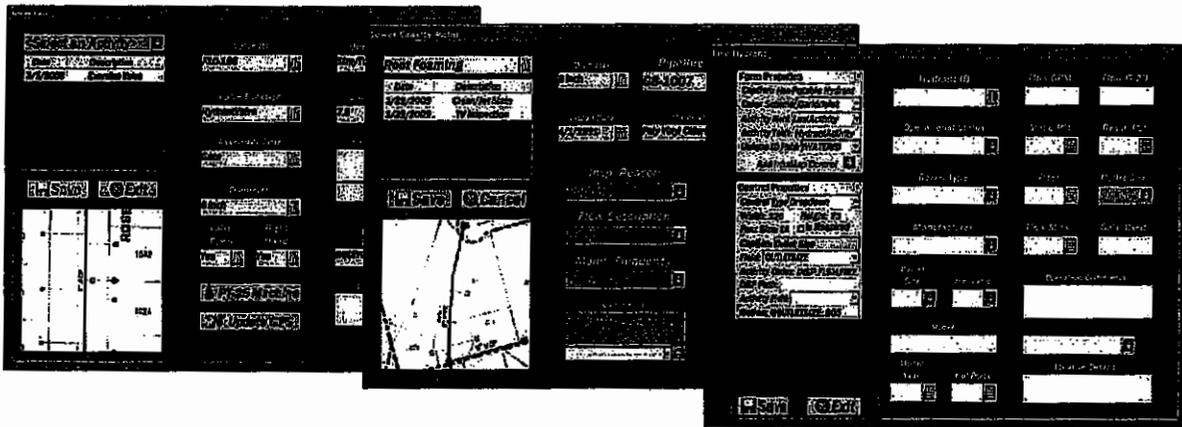
InfraMap Software:

Software system for viewing infrastructure details, functions, history and current system status. Map views provide for navigation and redline notes. The software can be used in an office setting or on a mobile computer which can be connected to a GPS receiver.

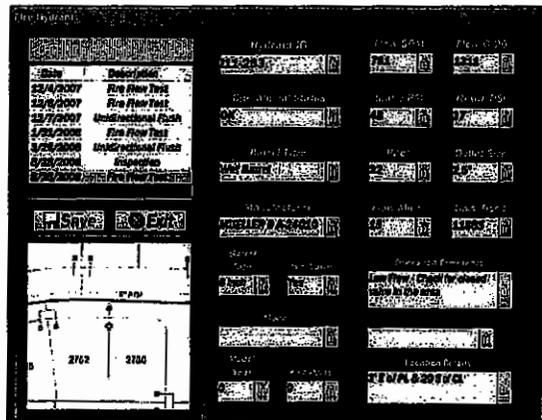
License Level	1 - 5 Licenses	6 - 10 Licenses	11 - 15 Licenses	16 + Licenses*
Enterprise	\$5,499 ea.	\$4,949 ea.	\$4,399 ea.	\$3,849 ea.
Standard	\$2,999 ea.	\$2,699 ea.	\$2,399 ea.	\$2,099 ea.

* Site License available upon request

Enterprise: Allows user-defined input forms for **updating and synchronizing GIS asset data** in a multi-user environment and allows administrators to **create custom inspection forms:**



Standard: Includes all Enterprise functionality except input forms are **Read-Only** and cannot be updated:



RESOLUTION NO. 27-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ADOPTING THE FISCAL YEAR 2010-2011 BUDGET FOR THE UTILITY SPECIAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Utility Special District (District) requires the adoption of its Fiscal Year 2010/2011 Annual Utility Budget; and

WHEREAS, staff recommends that the District adopt the budget, as attached.

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

SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to the provisions of the District's Charter, Chapter 189, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law. To the extent that any provision of this Resolution conflicts with the above applicable laws, the applicable laws shall take precedent.

SECTION 2. ADOPTION OF DISTRICT BUDGET. The District adopts its Fiscal Year 2010-2011 Annual Budget, as set forth on the attached budget and made a part of this Resolution. This budget includes the Operating Fund, R & R Fund, Capital Improvement Fund, Debt Service Fund and Acquisition and Construction Fund.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective October 1, 2011.

RESOLUTION NO. 27-10UD
PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:



DAWN S. PARDO
CHAIRPERSON

ATTEST:



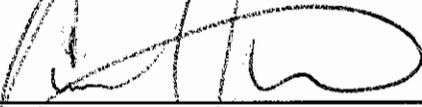
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 28-10UD

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 \$232,734.00 TO PERFORM PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE DESIGN AND PERMITTING FOR UTILITY ADJUSTMENTS ON MLK JR. BOULEVARD FROM CONGRESS AVENUE TO AUSTRALIAN AVENUE (WORK AUTHORIZATION #5); 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, a proposal for professional engineering design services for engineering design and permitting for utility adjustments on MLK Jr. Boulevard from Congress Avenue to Australian Avenue. (Work Authorization #5), for a fee of \$232,734.00 ; and

WHEREAS, the primary purpose of this project is to accommodate the Florida Department of Transportation MLK Blvd S.R. 710 (Phase B) improvement project.

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

SECTION 1: That the Utility Special District Board approves the proposal from Chen and Associates, Inc., in the amount of \$232,734.00, 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 \$232,734.00.

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

PASSED AND APPROVED this 15th day of September, 2010.

RESOLUTION NO. 28-10UD

PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

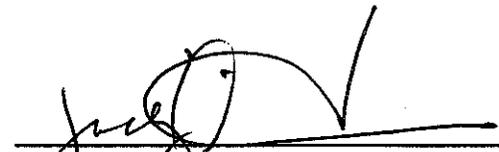


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER

SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/10

RESOLUTION NO. 29-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM BARNES FERLAND and ASSOCIATES, Inc., IN THE AMOUNT OF \$40,337.00 TO PERFORM PROFESSIONAL PRELIMINARY ENGINEERING DESIGN SERVICES FOR THE DESIGN OF A REPLACEMENT MASTER LIFTSTATION #50; AND AUTHORIZING THE INTERIM 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, a proposal for professional preliminary engineering design services for a replacement of lift station #50, for a fee of \$40,337.00 ; and

WHEREAS, the primary purpose of this project is to replace the existing lift station that is in disrepair and improperly sized.

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 BFA, Inc., in the amount of \$40,337.00, to provide professional preliminary engineering design services for a replacement lift station #50.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-3106 in the amount of \$40,337.00

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

PASSED AND APPROVED this 15th day of September, 2010.

RESOLUTION NO. 29010UD

PAGE 2

UTILITY SPECIAL DISTRICT

APPROVED:

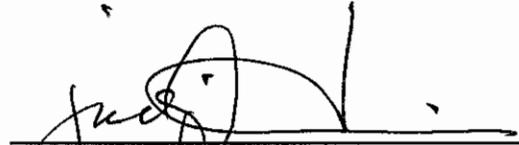


DAWN S. PARDO
CHAIRPERSON

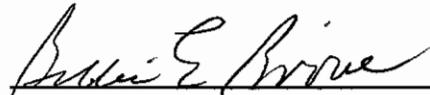
ATTEST:



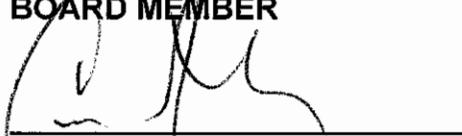
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

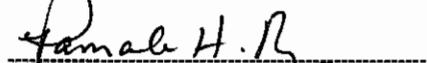
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/7/10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM BARNES FERLAND and ASSOCIATES, Inc., IN THE AMOUNT OF \$41,641.00 TO PERFORM PROFESSIONAL PRELIMINARY ENGINEERING DESIGN SERVICES FOR THE DESIGN OF A REPLACEMENT MASTER LIFTSTATION #10; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-3106; AND PROVIDING AN EFFECTIVE DATE.

AK

WHEREAS, the consulting engineering firm of BFA, Inc., has prepared and submitted to the Utility Special District, a proposal for professional preliminary engineering design services for a replacement Lift Station #10, for a fee of \$41,641.00 ; and

WHEREAS, the primary purpose of this project is to replace the existing lift station that is in disrepair and improperly sized.

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 BFA, Inc., in the amount of \$41,641.00, to provide professional preliminary engineering design services for a replacement Lift Station #10.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-3106 in the amount of \$41,641.00.

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

PASSED AND APPROVED this 15th day of September, 2010.

RESOLUTION NO. 30-10UD
PAGE 2

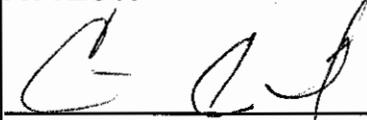
UTILITY SPECIAL DISTRICT

APPROVED:



DAWN S. PARDO
CHAIRPERSON

ATTEST:



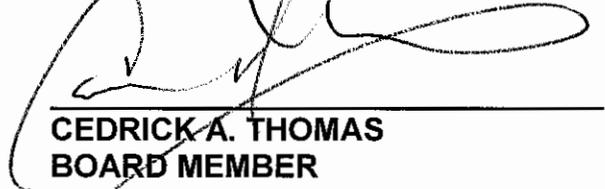
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

D. PARDO AYE

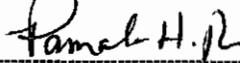
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/7/10

RESOLUTION NO. 31-10UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM TO INSITUFORM TECHNOLOGIES, INC., PIGGY-BACKING OFF BID NO. 262-10, APPROVED AUGUST 18, 2010 BY THE UTILITY DISTRICT BOARD; IN THE AMOUNT OF \$34,124.00, PLUS A 10% CONTINGENCY, TOTALING \$37,538.00 FOR THE SEWER IMPROVEMENTS ALONG WEST 34TH STREET FROM AVENUE "R" TO AVENUE "O"; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$37,538.00, 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, Insituform Technologies, Inc., has submitted a proposal for the rehabilitation of sewers within the Utility District Infrastructure, via Bid 262-10, approved by the Utility District Board on August 18, 2010, for a fee of \$34,124.00, plus a 10% contingency, totaling \$37,538.00 ; and

WHEREAS, the primary purpose of this project is improve the sewer collection system along West 34th Street from Avenue "R" to Avenue "O".

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 Insituform Technologies, Inc., in the amount of \$34,124.00, with a 10% contingency for a total amount of \$37,538.0, to provide construction services for sewer improvements as stipulated in Bid No. 262-10.

SECTION 2: That the Interim 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 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 15th day of September, 2010

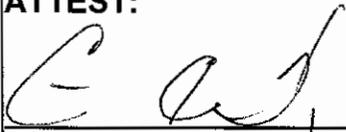
UTILITY SPECIAL DISTRICT

APPROVED:

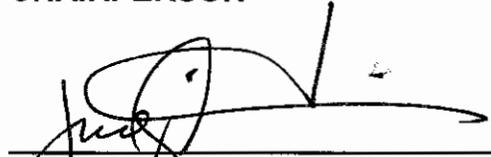


DAWN S. PARDO
CHAIRPERSON

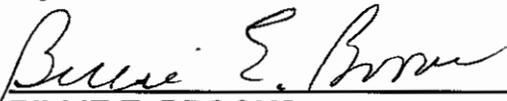
ATTEST:



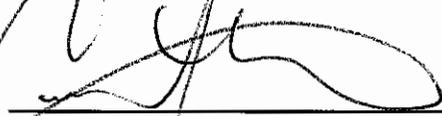
CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



JUDY L. DAVIS
VICE CHAIRPERSON



BILLIE E. BROOKS
BOARD MEMBER



CEDRICK A. THOMAS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS -AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____