

RESOLUTION NO. 1-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE PROPOSED BID AWARD WITH AMERICAN WATER RESOURCES, INC., OF PHILADELPHIA, PENNSYLVANIA, THE LOWEST BIDDER; FOR THE REMOVAL AND DISPOSAL OF THE OLD FILTER MEDIA AND INSTALLATION OF A NEW FILTER MEDIA AT THE DISTRICT'S WATER TREATMENT PLANT; IN THE AMOUNT OF \$128,800.00 PLUS 10% CONTINGENCY; TOTALING \$141,680.00; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the primary purpose of this purchase is to remove and replace the old filter media system at the water treatment plant; thus increasing the plant's capacity; and

WHEREAS, three (3) companies responded to our standard specifications for the project; and American Water Resources, was the lowest responsive bidder.

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

SECTION 1: That the District Board hereby accepts the bid proposal in the amount of \$128,800 from American Water Resources, Inc., plus 10% contingency totaling \$141,680 for this project; and that the Board Chairperson and District Clerk are hereby authorized to execute a contract between American Water Resources, Inc., and the City of Riviera Beach Utility Special District, in the total amount of \$141,680.00, for the removal and disposal of the old filter media and installation of the new filter media at the Water Treatment Plant.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1437-533-0-6559, in the amount of \$141,680.00.

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SECTION 3: That the District Director is authorized to approve Change Orders in an amount not to exceed ten percent (10%) of the contract amount.

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

PASSED AND APPROVED THIS 21st day of February, 2007.

APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

Ann Iles
ANN ILES
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

Vanessa Lee
VANESSA LEE
VICE-CHAIRPERSON

Norma Duncombe
NORMA DUNCOMBE
BOARD MEMBER

Elizabeth Liz Wade
ELIZABETH "LIZ" WADE
BOARD MEMBER

James Jim Jackson
JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: 2/16/07

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this ____ day of _____, 2007 by and between the CITY OF RIVIERA BEACH UTILITY DISTRICT, a Political Subdivision of the State of Florida, by and through its DISTRICT BOARD, hereinafter referred to as the DISTRICT, and American Water Resources Inc., 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 223-25-9128.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of Filter Rehabilitation (the "Construction Work"), as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The DISTRICT'S representative/liason during the performance of this Contract shall be Julian Deleon, telephone no. 561-644-2376.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction Work must begin within eight (8) weeks 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. Construction Work shall be carried on at a rate to insure its full completion within one hundred fifty (150) 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 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 DISTRICT'S representative, a detailed estimate and invoice which has been completed from the start of the Construction Work 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 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 DISTRICT will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the DISTRICT representative. Invoices will normally be paid within thirty (30) days following the DISTRICT representative's approval, however, in no event shall any invoice be paid later than forty five (45) days following the DISTRICT representative's approval. The retainage will be paid within thirty (30) days of final testing and acceptance by the District.
- 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.
- 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 either party upon thirty (30) days prior written notice to the defaulting party in the event of substantial failure by that party to perform in accordance with the terms of this Contract through no fault of the non-defaulting party; provided the defaulting party fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the DISTRICT, without cause, upon thirty (30) days written notice to the CONTRACTOR. Upon termination, DISTRICT shall pay CONTRACTOR for any and all expenses incurred up to the date of termination. 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 UTILITY DISTRICT BOARD.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the DISTRICT, the CONTRACTOR shall provide certificates evidencing insurance coverage 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

The 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 CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 misconduct of the CONTRACTOR not included in the paragraph above and for which the DISTRICT, its agents, servants 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.

The CONTRACTOR shall defend all actions in the name of the DISTRICT, when applicable. However, the DISTRICT reserves the right to participate in the selection process of legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR

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 Florida Statutes, Section 112.311. 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, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the DISTRICT'S rights to change, terminate, or stop any or all of the work at any time.

If the 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, but in no event for a time less than the total delay caused by such event. 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.

An "Uncontrollable Circumstance" is any act, event, condition or circumstance that (1) is beyond the reasonable control of the party relying thereon as justification for not performing an obligation of such party under this agreement, (2) adversely affects, interferes with or delays the party's ability to perform its obligations under this agreement, expands the scope of the party's obligations under this Agreement, or increases the party's cost of performing its obligations under this Agreement, and (3) is not the direct result of the willful or negligent act, intentional misconduct, or breach of this Agreement by the party claiming the occurrence of an Uncontrollable Circumstance.

If an Uncontrollable Circumstance occurs, the affected party shall be entitled to relief from its performance obligations under this Agreement, an extension of schedule to perform its obligations under this Agreement or an increase in the fee to be paid under this Agreement that properly reflects the interference with performance, the time lost in the party's schedule to perform or the amount of the increased cost to the affected party resulting from the occurrence of the Uncontrollable Circumstance. The occurrence of an Uncontrollable Circumstance shall not, however, excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation under this Agreement not affected by the occurrence of the Uncontrollable Circumstance."

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 upon ten (10) business days advance notice.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT 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 compliance with law. 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 city 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 CITY OF RIVIERA BEACH UTILITY DISTRICT BOARD 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:

Julian Deleon
Riviera Beach Utility District
600 W. Blue Heron Blvd
Riviera Beach, Fl 33404

and if sent to the CONTRACTOR shall be mailed to:

James L. Fisher
American Water Resources, Inc.
439 Sandy Drive
Glenshaw, Pa. 15116

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 – 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 34 – TIME

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

ARTICLE 35 - 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 and 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 36 - 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 37 - PREPARATION

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

ARTICLE 38- MATERIALITY

All provisions of the Contract shall be deemed material. In the event either party 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 the non defaulting party may terminate this Contract in accordance with Article 5.

ARTICLE 39 - 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, Edward Sierra hereby represents to the DISTRICT that he/she 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 40 - 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 41 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this agreement and EXHIBITS A and B, attached hereto. To the extent that there exists a conflict between this Contract and any EXHIBIT, 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 42 - LEGAL EFFECT

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

ARTICLE 43 - 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 subject matter 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 44 - 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 45 - 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 material, men, 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 46 - 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 47- 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.

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

THE CITY OF RIVIERA BEACH
UTILITY DISTRICT

AMERICAN WATER RESOURCES, INC

BY: Ann Iles
ANN ILES
UTILITY DISTRICT CHAIRPERSON

BY: Sharon Cameron
SHARON CAMERON
PRESIDENT

ATTEST:

BY: Carrie E. Ward
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: _____
EDWARD SIERRA,
EXECUTIVE DIRECTOR OF UTILITIES

DATE: 2/16/07

EXHIBIT "A"

BID NO. 13306

SCOPE OF WORK:

The City of Riviera Beach Utility District is seeking proposals to rehabilitate six (6) filters. The District reserves the right to specify the actual project start date. The target start date will be sometime in November 2006. The main components for the project are as follows:

1. Remove old media from filters.
2. Clean off any material build up from filter structural shell (walls).
3. Acidize the under drain system (ims-caps) using the procedure outlined by Leopold (5% HCL acid for 3 hours)
4. Provide media in accordance with specifications
5. Install new media
6. Disinfect new media

SPECIFICATIONS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

The work under this section shall include furnishing all labor, material, equipment and incidentals and performing all operations necessary to complete the work required for the removal and/or placement of filter media as indicated on the drawings and/or described in this specification.

1.02 SUBMITTALS

- A. Submit copies of product data sheets and manufacturer's samples for approval in accordance with Section 01300 Submittals.
- B. Submit copies of shop drawings and literature showing system and equipment assemblies and procedures intended to be used for media removal and/or placement.

1.03 QUALITY ASSURANCE

A. Work shall comply with all applicable local, state and USEPA codes and regulations governing potable water equipment.

B. Commercial Standards:

ANSI/AWWA B100 Filtering Material

ANSI/AWWA C653 Disinfection of Water Treatment Plants

1.04 SITE CONDITIONS

Prior to the installation of filter media, the installer is responsible to inspect the filter cell for suitability of existing conditions and newly constructed improvements in preparation for the filter media, including backwashing the empty filter to inspect the under drain for leaks and structural faults. Any unacceptable conditions will be immediately brought to the attention of the Engineer in writing. Commencement of installation implies acceptance of pre-existing conditions

PART 2 – PRODUCTS

2.01 SUPPORT GRAVEL

- A. Filter support gravel shall consist of clean, hard durable, rounded particles of high specific gravity, essentially free from thin, flat particles, and conform with AWWA Specification B100-12. Filter gravel shall be graded as shown on the Drawings.

- B. Material shall be subject to the test provided under ASTM Designation C131-614. Abrasion under said test shall not be more than 9% at 100 revolutions nor 40% at 500 revolutions for test sizes of 1/2 " to 1 1/2".

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 8

2.02 FILTER SAND

- A. Filter sand shall consist of hard, durable grains of siliceous material visually free from dirt, loam, clay, micaceous and organic matter.
- B. Filter sand shall meet the following specifications:
- Effective size: 0.45 – 0.55 mm
 - Maximum Uniformity Coefficient: 1.60
 - Maximum Acid Solubility: 5%

Minimum Specific Gravity: 2.60

2.05 FILTER ANTHRACITE

- A. Filter anthracite shall consist of hard, durable anthracite coal particles. Anthracite shall be visually free of clay, shale, and extraneous dirt.

- B. Filter anthracite shall meet the following specifications:
- Effective size: 0.95 – 1.05 mm
 - Maximum Uniformity Coefficient: 1.50
 - Maximum Acid Solubility: 5%
 - Minimum Hardness: 2.70 MOH Scale
 - Minimum Specific Gravity: 1.50

Maximum Specific Gravity: 1.60

PART 3 – EXECUTION

3.01 GENERAL

- A. The CONTRACTOR shall install the filter media in strict accordance with; (1) the manufacturer's written instructions and recommendations and the manufacturer's installation drawings; (2) the oral and written directions provided by the manufacturer's technical representative who is supervising and observing the WORK; and (3) any additional requirements specified herein.
- B. Extreme care shall be taken during the placement of filter media to avoid damage of the filter bottoms or displacement of previously placed media layers.

3.02 REMOVAL OF EXISTING MEDIA

- A. Existing filter media and filter support gravel shall be carefully removed in order to prevent damage to the existing filter structure or equipment to remain.
- B. Removed material shall be properly disposed of by CONTRACTOR as per applicable local codes and regulations regarding solid waste. Where the Contract Documents call for removed material to be reinstalled, those materials deemed unsuitable for reinstallation shall be properly disposed of by the Contractor.

3.03 CLEANING

Each filter cell shall be cleaned thoroughly in accordance with ANSI/AWWA C653 before filter media is placed. Each filter cell shall be kept clean throughout filter media placement operations.

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 9

3.06 FILTER MEDIA PLACEMENT

- A. Transport and place filter media carefully to prevent contamination of any kind. Filter media contaminated (e.g. intermingled or dirty) before or after placement shall be replaced with clean filter media. Do not permit workers to walk or stand directly on media at any time; use boards which will sustain weight of workers without displacing media.

B. For filters designed to receive support gravel, place bottom layer of gravel by hand to avoid movement or damage to under drain system and to assure free passage of water from the bottom. Complete each layer before next layer is started. Obtain correct thickness of each layer as follows: Before any gravel is placed, mark top of each layer on side of filter. Level each layer as it is installed against a water surface held at the appropriate mark. None of the particles shall be less than half submerged, and there shall be no places where additional gravel can be placed without particles extending more than half their volume above water surface.

C. Place filter media in bed in order of its respective specific gravities. Place silica sand first and level. Backwash bed a minimum of three times and remove surface fines by scraping. Place anthracite and finish smooth to required elevation. Again backwash bed three times, removing a minimum of ½ inch of surface fines by scraping. Backwash and scrape until surface material is in accordance with specified bed design. Final depth of media shall be as indicated on the drawings. Furnish sufficient media to provide required sand and anthracite layer depths in conformance with the specifications and drawings. If it is necessary to place additional media to bring the filter bed to the desired mark, the filter should be slowly refilled, backwashed, and the fines skimmed again. Media removed from filter surfaces by scraping shall be disposed of off site.

D. Care shall be taken in refilling the empty filter, if required, as filling too rapidly after the sand or anthracite is placed can cause air to be trapped in the gravel layer and severe disturbance of the gravel can occur. The filter shall be filled very slowly to allow the trapped air to escape through the media.

E. After installation of filter media is completed, disinfect filter basin and filter media in accordance with requirements for disinfection specified herein.

3.07 FIELD TESTING

A. Upon arrival of media at plant site, and before acceptance of materials, samples of filter sand and filter anthracite shall be taken in conformance with AWWA B100 with sampling witnesses by ENGINEER. Samples shall be tested by an independent testing laboratory acceptable to ENGINEER for conformance with specifications.

B. Required testing procedures are as follows:

Test Media To Be Tested

Acid Solubility Filter sand and filter anthracite

Specific Gravity All specified media types

Sieve Analysis All specified media types

C. Testing procedures shall be in accordance with the requirements of AWWA B100.

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 10

D. Upon test failure, media materials shall be resampled and retested.

E. Failure of retest samples to meet the filter media specifications shall be cause for rejection of all similar filter media material delivered to plant site.

F. All sample test reports shall be submitted to ENGINEER for review as specified above.

G. CONTRACTOR shall pay all cost for sampling and testing of the filter media.

3.08 FILTER DISINFECTION AND TESTING

A. Each filter cell shall be disinfected and tested in accordance with the requirements of AWWA C653 and the requirements of the Palm Beach County Health Department.

B. The filters shall be filled with water containing 50 ppm of available chlorine. (The addition of ½ pound of HTH or Perchloron or 1-1/2 pounds of chlorinated lime to each 1,000 gallons of water which enters the structure will provide a concentration of

approximately 50 ppm available chlorine). This solution should be held in the filter cell for 24 hours before being replaced with potable water. The hypochlorite in batches of paste made up with water and the powdered chlorine product may be added as the water flows into the structure.

C. The water entering the filter structure may be chlorinated by means of a portable chlorinator adjusted to feed 50 ppm of chlorine. This solution shall be held in the structure for 24 hours before it is replaced with potable water.

D. After the filter has been chlorinated, drained and refilled with potable water, the quality shall be checked by bacteriological examination of water samples performed in accordance with AWWA C653. If results of the bacteriological samples are unsatisfactory, the chlorination procedure must be repeated. Structures shall not be put into service until the results of the bacteriological sample tests are known and satisfactory and clearance received from the Palm Beach County Health Unit.

E. Responsibility for bacteriological sampling and testing shall be in accordance with Section 01400 – General Quality Control.

3.09 MANUFACTURER'S SERVICES DURING INSTALLATION

A. Manufacturer/supplier shall provide supervision of installation to ensure proper compliance with the installation procedures.

B. Provide certification from the media manufacturer stating that the media has been installed in accordance with the manufacturer's stated recommendations and the requirements of this specification.

C. Certification to be submitted in accordance with the requirements of Section 01300 – Submittals.

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 11

RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

Contractor shall provide all labor, tools, supplies and equipment to rehabilitate the filter media. Rehabilitation shall include all necessary preparation work and all necessary cleanup work.

CONTRACTOR shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. Contractor shall assume full responsibility for damage to City property caused by the negligence of Contractor's employees or equipment .

Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

Contractor shall provide competent workers and competent supervision.

Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall perform work without unnecessarily interfering with City activities or other Contractors.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: Any encounter with dangerous conditions or unusual situations shall be reported to the Utility District contact person the day of the discovery.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the rehabilitation work shall be repaired/replaced within two (2) weeks of date of damage by the CONTRACTOR, at no cost to the City. All incidents of damage by the CONTRACTOR and any discoveries of damage shall be reported to the City Contact Person.

SAMPLES

Contractor shall examine and inspect each job. Contractor shall advise City as to the requirements for removal and/or placement of filter media.

Contractor shall also provide a written work plan and timeline for the proposed job. The City may either (a) accept the work plan, timeline, and issue the Contractor a purchase order to proceed, (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment in the written estimate. The City reserves the right to either accept such price or to reject it and request a lower

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 13 price from Contractor. Both parties must be in agreement regarding such price before the City provides authorization to proceed.

Work shall be performed 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise authorized by the Project Manager/Engineer or the Purchasing Department. Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

AWARD CRITERIA:

The award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.

SPECIFICATIONS AND REQUIREMENTS:

The specifications, requirements and services to be provided are stated in the "Scope of Work" under Special Terms and Conditions.

FURTHER INFORMATION: Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Benjamin Guy, Purchasing Director at (561) 845-4180.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with the Utility District Engineer before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Utility District Engineering.

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

INSURANCE REQUIREMENTS:

Prior to commencing any work under a contract, the Contractor shall provide evidence of the following insurance coverage and endorsements. 1. Workers Compensation and Employers Liability coverage applying to all employees for the statutory limits in compliance with applicable State and Federal laws.

Coverage must include employer's liability with a minimum limit of \$100,000

each accident. 2. Business Auto Policy, or similar form, shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.

3. Commercial General Liability, or similar form, shall have minimum limits of \$1,000,000 per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual – liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed.

A signed Certificate or Certificates of Insurance, evidencing that required insurance have been procured by Contractor in the types and amounts required, shall be submitted to the Purchasing Department.

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 14

Except for Workers Compensation and Employers Liability, Certificates of Insurance shall clearly evidence that an endorsement was made to include the City of Riviera, Florida, its agents, employees and elected officials as additional insured. Required insurance shall support Contractor's agreement of indemnity set forth above and shall so state in said Certificate. Further, said Certificate of Insurance shall unequivocally provide for a thirty (30) days written notice to the City prior to any adverse change and/or cancellation or non-renewal of coverage. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage.

In the event that the statutory liability of the City is amended during the term of the contract to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the Contractor that its subcontractors comply with the same insurance requirements referenced above.

INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, 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 City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description covered by

Section 6.1 above which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

PAYMENT/PERFORMANCE BOND:

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount.

PERMITS AND FEES:

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements.

SUBCONTRACTING: After award and prior to start of work the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the Purchasing Director.

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 15

CODE REQUIREMENTS:

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

CONDUCT OF EMPLOYEES: All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

SUPERVISION AND INSPECTIONS: The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be assessed. The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

INVOICING: The successful bidder shall submit one monthly invoice to the City for all work performed during that month. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements,

solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Contractor, if doing business under an assumed name, i.e. an Individual, - - Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

NOTE: Forms and information on how to get registered may be obtained by accessing: www.dos.state.fl.us/doc/.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

Note: Contractors are required to obtain and maintain active service for the following equipment: **fax machine, pager, or cellular phone** (see equipment requirements).

Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 16

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Purchasing Department.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

Except as may be approved by the City Engineer, the following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Utility District Engineer may be reached at (561) 845-4185.

EQUIPMENT AND PERSONNEL

Any and all defective equipment shall be promptly removed from the site.

Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

Personnel: All CONTRACTOR employees shall wear appropriate clothing in the performance of a task. All employees shall wear shirts at all times. No tank tops or shirts with offensive slogans shall be worn.

Equipment: All equipment used by the CONTRACTOR shall be equipped with factory safeguards per OSHA requirements. All CONTRACTOR employees shall wear protective clothing as required by the manufacturer in the operation of equipment.

CONTRACT

The Purchasing Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the City standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the City of Riviera Beach.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

CONTRACT AMOUNT

Prices quoted in the bid will be considered firm for each type work to be performed.
Riviera Beach Purchasing Department Bid # 13306 Filter Rehabilitation Page 17

PROTECTION OF PROPERTY

The Contractor shall at all time guard against damage or loss to the property of the City of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City of Riviera Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the Utility District Engineer once the Utilities District Engineer has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number.

Contractor shall present an invoice to the City upon completion of each work request. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges.

Payment for services shall be made only for work performed and requested by the Contractor and accepted by the City.

EXHIBIT "B"

Per the August 17, 2006 contractor Bid documents submitted to the DISTRICT by American Water Resources, this contract is made for the amount value of \$128,800.00.

RESOLUTION NO. 2-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE PROPOSAL FROM D. S. EAKINS CONSTRUCTION CORPORATION, OF LAKE PARK, FLORIDA, IN THE AMOUNT OF \$97,800, PLUS A 10% CONTINGENCY, FOR A TOTAL AMOUNT OF \$107,580; TO PROVIDE CONSTRUCTION SERVICES TO CONSTRUCT 2,000 FEET OF 10-INCH DIAMETER POTABLE WATER MAIN AT LAKE AJARO ON 45TH STREET \$107,580; AND THIS PROJECT WILL BE CONSTRUCTED PURSUANT TO THE ANNUAL CONTRACT BETWEEN D. S. EAKINS CONSTRUCTION CORPORATION AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 415-1430-533-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the construction firm of D. S. Eakins Construction Corporation, has prepared and submitted to the Utility Special District, an estimate to construct 2,000 feet of a 10-inch diameter potable water main at Lake Ajaro on 45th Street, in the amount of \$97,800 plus 10% contingency, totaling \$107,580; and

WHEREAS, the primary purpose of this project is to improve the utility distribution needed in the western communities; to meet the mandated service pressure of 20 psi under fire flow conditions; and

WHEREAS, this project will be constructed pursuant to the Annual Contract between D. S. Eakins Construction Corporation and the City of Riviera Beach Utility Special District, approved by District Board on August 16, 2006, Resolution 24-06.

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 estimate from D. S. Eakins Construction Corporation, in the amount of \$97,800, plus 10% contingency; totaling \$107,580, to construct 2,000 feet of a 10-inch diameter potable water main at Lake Ajaro on 45th Street.

RESOLUTION NO. 2-07UD
PAGE 2

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 415-1430-533-0-6558, in the amount of \$107,580.

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

PASSED AND APPROVED this 21st day of February, 2007.

RESOLUTION NO. 2-07UD
PAGE 3

APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

Ann Iles
ANN ILES
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

Vanessa Lee
VANESSA LEE
VICE-CHAIRPERSON

Norma Duncombe
NORMA DUNCOMBE
BOARD MEMBER

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
BOARD MEMBER

James "Jim" Jackson
JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: 2/16/07

RESOLUTION NO. 3-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO EASTERN MARINE SERVICES, IN THE AMOUNT OF \$19,850.00, FOR EMERGENCY WORK REQUIRED TO REPAIR, SUPPORT AND COVER A VOID UNDERNEATH THE 14" WATER MAIN THAT SPANS THE LAKE WORTH LAGOON (INTERCOASTAL WATERWAY) BETWEEN SHORE DRIVE AND GULFSTREAM WAY; APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Eastern Marine Services of Palm Beach Gardens, Florida, has submitted an invoice, in the amount of \$19,850.00, for emergency work completed; necessary to repair, support and fill a void underneath the 14" water main (pipeline), between Shore Drive and Gulfstream Way (Singer Island), on the Intercoastal Waterway; and

WHEREAS, the District owns the 14" water main located and embedded in the Intercoastal Waterway. This water pipeline is utilized to provide drinking water to the residents of Singer Island. The work was necessary to avoid a pipeline fracture due to differential settlement.

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

SECTION 1: That the City of Riviera Beach Utility District Board approves payment to Eastern Marine Services, for emergency repair work completed, in the amount of \$19,850.00, to fill a void underneath the water pipeline between Shore Drive and Gulfstream Way, on the Intercoastal Waterway.

SECTION 2: That the Interim Finance Director is authorized to make payment for same under Account No. 412-1437-533-0-6559.

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

PASSED AND APPROVED THIS 21st day of February, 2007

RESOLUTION NO. 3-07UD
PAGE 2

APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

Ann Iles
ANN ILES
CHAIRPERSON

ATTEST:
Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

Vanessa Lee
VANESSA LEE
VICE-CHAIRPERSON

Norma Duncombe
NORMA DUNCOMBE
BOARD MEMBER

Elizabeth Liz Wade
ELIZABETH "LIZ" WADE
BOARD MEMBER

James Jim Jackson
JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY
Pamala H. Ryan
PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: 2/15/07

RESOLUTION NO. 4-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE PROPOSAL FROM D. S. EAKINS CONSTRUCTION CORPORATION, OF LAKE PARK, FLORIDA, IN THE AMOUNT OF \$45,600, PLUS A 10% CONTINGENCY, FOR A TOTAL AMOUNT OF \$50,160; TO PROVIDE CONSTRUCTION SERVICES TO CONSTRUCT 300 FEET OF 12-INCH DIAMETER POTABLE WATER MAIN AT CONGRESS AVENUE; AND THIS PROJECT WILL BE CONSTRUCTED PURSUANT TO THE ANNUAL CONTRACT BETWEEN D. S. EAKINS CONSTRUCTION CORPORATION AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 415-1430-533-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the construction firm of D. S. Eakins Construction Corporation, has prepared and submitted to the Utility Special District, an estimate to construct 300 feet of a 12-inch diameter potable water main, in the amount of \$45,600 plus 10% contingency, totaling \$50,160; and

WHEREAS, the primary purpose of this project is to interconnect two transmission mains on MLK Boulevard (14") to the water main (12") aligned along Congress Avenue to optimize the flow of the District's Water Distribution System; and

WHEREAS, this project will this project will be constructed pursuant to the Annual Contract between D. S. Eakins Construction Corporation and the City of Riviera Beach Utility Special District, approved by District Board on August 16, 2006, Resolution 24-06.

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 estimate from D. S. Eakins Construction Corporation, in the amount of \$45,600, plus 10% contingency; totaling \$50,160, to construct 300 feet of a 12-inch diameter potable water main, to connect two transmission mains along Congress Avenue and MLK Boulevard.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 415-1430-533-0-6558, in the amount of \$50,160.

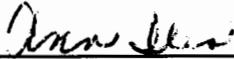
SECTION 3: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 21st day of February, 2007.

RESOLUTION NO. 4-07UD
PAGE 3

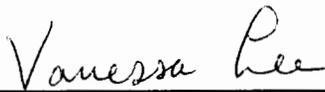
APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

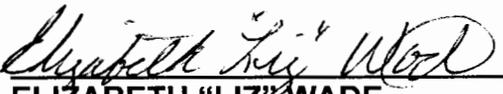

ANN ILES
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


VANESSA LEE
VICE-CHAIRPERSON


NORMA DUNCOMBE
BOARD MEMBER


ELIZABETH "LIZ" WADE
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

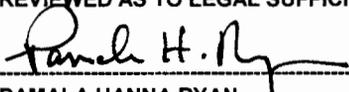
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: 2/16/07

RESOLUTION NO. 5-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE PROPOSAL FROM D. S. EAKINS CONSTRUCTION CORPORATION, OF LAKE PARK, FLORIDA, IN THE AMOUNT OF \$58,500, PLUS A 10% CONTINGENCY, FOR A TOTAL AMOUNT OF \$64,350; TO PROVIDE CONSTRUCTION SERVICES TO CONSTRUCT 130 FEET OF 10-INCH DIAMETER POTABLE WATER MAIN, TO CONNECT TWO TRANSMISSION MAINS ALONG BLUE HERON BOULEVARD; AND THIS PROJECT WILL BE CONSTRUCTED PURSUANT TO THE ANNUAL CONTRACT BETWEEN D. S. EAKINS CONSTRUCTION CORPORATION AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 415-1430-533-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the construction firm of D. S. Eakins Construction Corporation, has prepared and submitted to the Utility Special District, an estimate to construct 130 feet of a 10-inch diameter potable water main, to connect two transmission mains along Blue Heron Boulevard, in the amount of \$58,500 plus 10% contingency, totaling \$64,350; and

WHEREAS, the primary purpose of this project is to interconnect the two transmission mains which run parallel but unconnected along Blue Heron Boulevard to provide optimum operational flexibility and backup for the raw water coming to the Water Treatment Plant; and

WHEREAS, this project will be constructed pursuant to the Annual Contract between D. S. Eakins Construction Corporation and the City of Riviera Beach Utility Special District, approved by District Board on August 16, 2006, Resolution 24-06.

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 estimate from D. S. Eakins Construction Corporation, in the amount of \$58,500, plus 10% contingency; totaling \$64,350, to construct 130 feet of a 10-inch diameter potable water main, to connect two transmission mains along Blue Heron Boulevard.

RESOLUTION NO. 5-07UD

PAGE 2

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 415-1430-533-0-6558, in the amount of \$64,350.

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

PASSED AND APPROVED this 21st day of February, 2007.

RESOLUTION NO. 5-07UD
PAGE 3

APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

Ann Iles
ANN ILES
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

Vanessa Lee
VANESSA LEE
VICE-CHAIRPERSON

Norma Duncombe
NORMA DUNCOMBE
BOARD MEMBER

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
BOARD MEMBER

James "Jim" Jackson
JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: 2/16/07

RESOLUTION NO. 6-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE PROPOSED BID AWARD WITH MATHEWS CONSULTING, INC., OF WEST PALM BEACH, FLORIDA; (THE LOWEST RESPONSIVE BIDDER), TO DESIGN A REHABILITATION OF THE NORTH SINGER ISLAND RE-PUMP STATION; IN THE AMOUNT OF \$65,592; APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$65,592; FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 INTO THE UTILITY DISTRICT CAPITAL-PLANT (WATER) ACCOUNT NO. 412-1437-533-0-6559; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the primary purpose of this project is to design a rehabilitation of the North Singer Island Re-pump Station due to transmission improvements needed to ensure adequate fire protection to the northern service area; and

WHEREAS, six (6) companies responded to the District's request for design services for Phase I of this project. Mathews Consulting, Inc. submitted the lowest responsive bid, in the amount of \$65,592.

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

SECTION 1: That the District Board hereby accepts the bid proposal in the amount of \$65,592, from Mathews Consulting, Inc., and that the Board Chairperson and District Clerk are hereby authorized to execute a contract between Mathew Consulting, Inc., and the City of Riviera Beach Utility Special District, in the amount of \$65,592, to design a rehabilitation of the North Singer Island Re-pump Station.

SECTION 2: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$65,592, from the Utility District Contingency Account No. 412-1417-536-0-5999 into the Utility District's CAP-Plant (Water) Account No. 412-1437-533-0-6559.

RESOLUTION NO. 6-07 UD

PAGE 2

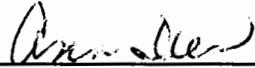
SECTION 3: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1437-533-0-6559, in the amount of \$65,592.

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

PASSED AND APPROVED THIS 21st day of February, 2007.

APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

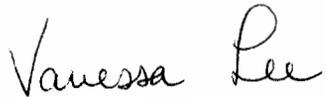


ANN ILES
CHAIRPERSON

ATTEST:



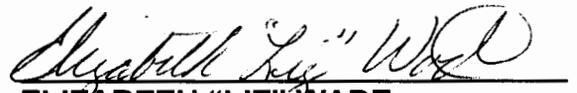
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK



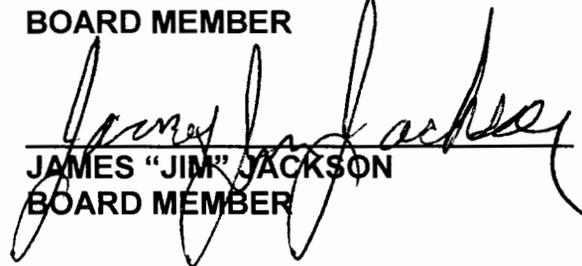
VANESSA LEE
VICE-CHAIRPERSON



NORMA DUNCOMBE
BOARD MEMBER



ELIZABETH "LIZ" WADE
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: _____

**DISTRICT OF RIVIERA BEACH
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of this 10 day of December, 2006, by and between the City of Riviera Beach Utility DISTRICT, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its DISTRICT BOARD, hereinafter referred to as the DISTRICT, and Mathews Consulting Incorporated, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 65-0813121.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Water Distribution and Water Treatment, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The DISTRICT'S representative/liaison during the performance of this Contract shall be Julian Deleon, telephone number 561-644-2376.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on issuance of a Purchase Order by the Purchasing Department and complete all services by December, 2008.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The DISTRICT agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The DISTRICT shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the DISTRICT in pursuance of the

scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the DISTRICT'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the DISTRICT representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of 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.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'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 of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The DISTRICT shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT 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 CONSULTANT; 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 CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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 progress, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 changes or substitution can become effective.

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

The CONSULTANT 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

CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the DISTRICT.

All of the CONSULTANT'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 of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the DISTRICT.

If subcontractor(s) are used, the CONSULTANT 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 CONSULTANT 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. Proposers are 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 Tax. The DISTRICT will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the DISTRICT, nor is the CONSULTANT authorized to use the DISTRICT'S Tax Exemption Number in securing such materials.

The CONSULTANT 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 DISTRICT OF RIVIERA BEACH DISTRICT COUNCIL.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the CONSULTANT shall provide certificates evidencing insurance coverage 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 CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- 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 CONSULTANT shall specifically include the DISTRICT as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT 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 CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT 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 CONSULTANT not included in the paragraph above and for which the DISTRICT, its agents, servants or employees are alleged to be liable.

CONSULTANT 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.

The CONSULTANT shall defend all actions in the name of the DISTRICT, when applicable, however, DISTRICT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

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 CONSULTANT 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. Except as above, neither the DISTRICT nor the CONSULTANT 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 CONSULTANT.

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 legal action necessary to enforce the Contract will be held in Palm Beach County.

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 CONSULTANT 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 Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The DISTRICT agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the DISTRICT shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the DISTRICT'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT 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 consultant 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 CONSULTANT'S control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT 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 delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT 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 CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT 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, CONSULTANT 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, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration 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 CONSULTANT 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 CONSULTANT 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 city 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 F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 thirty-six (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 CONSULTANT of the DISTRICT'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT 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:

**Julian Deleon, Utility Engineer
600 W Blue Heron Blvd
Riviera Beach, Fl 33404**

and if sent to the CONSULTANT shall be mailed to:

**Rene L. Mathews, P.E., President
Mathews Consulting, Inc.
1475 Centrepark Boulevard, Suite 250
West Palm Beach, Florida 33401**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The DISTRICT and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 - PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the DISTRICT'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the DISTRICT or employees of the DISTRICT, the CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 32 – TIME

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

ARTICLE 33 - 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 and 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 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT 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 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT 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, Edward Sierra hereby represents to the DISTRICT that he/she 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Exhibit A and Exhibit B. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and Exhibit A and Exhibit B, 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 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the DISTRICT COUNCIL OF THE DISTRICT OF RIVIERA BEACH or its designated representative.

ARTICLE 41 - 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 42 - 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 43 - 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 CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT 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 CONSULTANT; or

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - 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.

The Remaining part of this page is intentionally left blank.

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

THE CITY OF RIVIERA BEACH UTILITY DISTRICT

BY: Ann Iles

ANN ILES, UTILITY DISTRICT CHAIRPERSON

MATHEWS CONSULTING
INCORPORATED

BY: [Signature]

RENE L. MATHEWS, P.E.
PRESIDENT

ATTEST:

BY: [Signature]

CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
AND LEGAL SUFFICIENCY

BY: _____

PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS
CONDITIONS

BY: [Signature]

EDWARD SIERRA,
EXECUTIVE DIRECTOR OF
UTILITIES

DATE: _____

EXHIBIT “A”

Project Name: North Singer Island Repump Station Rehabilitation

Project Background: The City of Riviera Beach Utility District owns a repump station located on North Singer Island (NSI). An in-house hydraulic transmission study discovered the need to upsize the two (2) 1968 pumping units to maintain compliance during fire flow conditions. Staff recommends the scope of work described below to ensure the Utility District distribution system maintains readiness to meet fire flow requirements during all operational scenarios.

Scope of Work: The objective of this project will be to rehabilitate the repump station. This will include professional engineering & surveying services for all structural, mechanical and electrical components for this project. The general objectives and project components are outlined below:

1. Pump System: The existing pumps are capable of pumping to 150 ft of Head. The (2) new replacement horizontal pumps will be capable of producing 2200 GPM at 200 ft of Head. New check valves will be needed. The consultant will design all of the mechanical and electrical connections for the pumps and piping.
2. Instrumentation: The existing instrumentation measures pump flow, distribution service pressure, tank level, chlorine residual, pump status, and power status. The consultant will evaluate the state of this equipment and recommend replacement if necessary and design connection details to telemetry and control panel should it be needed.
3. Generator & Transfer Switch: The consultant will design a new generator with automatic transfer switch, and control panel and other associated equipment. As the project progresses, the District will specify the fuel source.
4. Generator Ventilation: The consultant will evaluate the existing ventilation system. If ventilation improvements are needed, the consultant will design the needed ventilation corrections.
5. Variable Frequency Drives: The consultant will evaluate the relocation of the two (2) Allen & Bradley 200 hp VFDs presently located at LS 1A to the NSI Repump Station. If the relocation is economically feasible, the consultant will design the details needed for the connection of the VFDs to the new pumps, control panel, instrumentation and telemetry system. The consultant will also design the connection for (2) new soft start units at LS 1A to replace the relocated VFDs.

If the relocation of the LS 1A VFDs is not feasible, the consultant will design the details needed for the connection of the VFDs to the new pumps, control panel, instrumentation and telemetry system.

6. Partition inside the Repump Station: The consultant will design a separate room partition inside the station floor plan to house the VFDs in an air conditioned environment.
7. Pump Control System: The consultant will design a control panel that allows for the operation of the station's pumping units by remote pressure setpoint operation. The NSI repump station will receive a remote pressure setpoint via telemetry from the City of Riviera Beach WTP control room operator. The system will gradually operate one pump to maintain the specified setpoint distribution service pressure. If necessary, the system will start the second pump to maintain the distribution service pressure.

Operational scenarios:

In an automated fashion, should the distribution pressure ever decrease to 40 psi, the control system will be enabled to start one pump to maintain this minimum service pressure. If the fill valve was open/enabled during this condition, the control panel should also close the fill valve before starting the pump. The telemetry system will generate an alarm should a pump be called to operate due to low service pressure.

The control panel should have an interlock that prevents the pump from operating while the fill valve is open.

The control panel should have an interlock that secures or prevents the pump from pumping when the tank level is low.

The pump control panel should have an interlock that closes the fill valve should the fire station call the pump on.

8. Pump Selection Control Panel at the Fire Station: The adjacent fire station will have an over-ride and the capability of selecting and starting one of the two available pumping units to operate at a predetermined distribution pressure. The consultant will design the needed controls to implement this technology.
9. Telemetry monitored & controlled parameters: The Utility District telemetry system works on the Data Flow Systems platform. The consultant will design the interface between instrumentation & control panels to the telemetry system. The following monitored parameters must be incorporated as part of this project:
 - Generator status (Run/off)
 - Commercial Power Status (On/off)
 - VFD Status (Normal/Fault)The following controlled parameters must be incorporated into the project:
 - NSI Repump Station local pressure setpoint

The following Telemetry alarms shall be programmed into the telemetry system:

- VFD Fault
- Generator Fault
- Commercial Power Failure
- Pump Called by Fire Station
- Pump Called due to low pressure

10. Chemical Injection System: The consultant will evaluate the existing chemical injection system to meet the disinfection requirement per FAC for potable water from repump stations. If deficiencies are found, the consultant will design a new system or the needed corrections. This system shall include a chlorine residual analyzer. The consultant will also evaluate the existing ventilation system and design should any system corrections be needed.
11. Pavement Restoration: The consultant will design the pavement restoration for the asphalt driveway and concrete sidewalks.
12. The consultant will be responsible for permit application preparation, coordination, processing and procuring with agencies having jurisdiction over the project.
13. The Utility District will pay the required fees for permitting.
14. During the construction phase, the consultant will clarify questions or issues resulting from this project to contractors and the owner.
15. During the construction phase, the engineer of record will make the necessary field inspections to certify the project was built as intended.
16. The engineer of record will provide the Utility District with a certified record drawing based on the contractor's as-built drawing. This will include (2) sets of hard copies, and all CAD files associated with this project.
17. After completion of the project, the consultant will obtain the necessary certifications from permitting agencies to officially certify the facility for service to the public.

Exhibit “B”

City of Riviera Beach Utility District

Consulting Services Authorization with Mathews Consulting, Inc., for North Singer Island Repump Station Rehabilitation

Date: November 21, 2006

Project Background

The City of Riviera Beach Utility District owns a repump station located on North Singer Island (NSI). An in-house hydraulic transmission study discovered the need to upsize the two (2) 1968 pumping units to maintain compliance during fire flow conditions. Staff recommends the scope of work described below to ensure the Utility District distribution system maintains readiness to meet fire flow requirements during all operational scenarios.

Scope of Work:

The objective of this project will be to rehabilitate the repump station. This will include professional engineering services for all structural, mechanical and electrical components for this project. The general objectives and project components are outlined below:

1. Pump System: The existing pumps are capable of pumping to 150 ft of Head. The (2) new replacement horizontal pumps will be capable of producing 2,200 GPM at 200 ft of Head. New check valves will be needed. The consultant will design all of the mechanical and electrical connections for the pumps and piping.
2. Instrumentation: The existing instrumentation measures pump flow, distribution service pressure, tank level, chlorine residual, pump status, and power status. The consultant will evaluate the state of this equipment and recommend replacement if necessary and design connection details to telemetry and control panel should it be needed.
3. Generator & Transfer Switch: The consultant will design a new generator with automatic transfer switch, and control panel and other associated equipment. As the project progresses, the District will specify the fuel source.

4. Generator Ventilation: The consultant will evaluate the existing ventilation system. If ventilation improvements are needed, the consultant will design the needed ventilation corrections.
5. Variable Frequency Drives: The consultant will relocate the two (2) Allen & Bradley 200 hp VFDs presently located at LS 1A to the NSI Repump Station. The consultant will also design the connection for (2) new soft start units at LS 1A to replace the relocated VFDs.
6. Partition inside the Repump Station: The consultant will design a separate room partition inside the station floor plan to house the VFDs in an air conditioned environment.
7. Pump Control System: The consultant will design a control panel that allows for the operation of the station's pumping units by remote pressure setpoint operation. The NSI repump station will receive a remote pressure setpoint via telemetry from the City of Riviera Beach WTP control room operator. The system will gradually operate one pump to maintain the specified setpoint distribution service pressure. If necessary, the system will start the second pump to maintain the distribution service pressure.

In an automated fashion, should the distribution pressure ever decrease to 40 psi, the control system will be enabled to start one pump to maintain this minimum service pressure. The telemetry system will generate an alarm should a pump be called to operate due to low service pressure.

8. Pump Selection Control Panel at the Fire Station: The adjacent fire station will have an over-ride and the capability of selecting and starting one of the two available pumping units to operate at a predetermined distribution pressure. The consultant will design the needed controls to implement this technology. A new DFS RTU will be added to the Fire Station.
9. Telemetry monitored & controlled parameters: The Utility District telemetry system works on the Data Flow Systems platform. The consultant will design the interface between instrumentation & control panels to the telemetry system.

The following monitored parameters must be incorporated as part of this project:

- Generator status (Run/off)
- Commercial Power Status (On/off)
- VFD Status (Normal/Fault)

The following controlled parameters must be incorporated into the project:

- NSI Repump Station local pressure setpoint

The following Telemetry alarms shall be programmed into the telemetry system:

- VFD Fault
- Generator Fault
- Commercial Power Failure
- Pump Called by Fire Station
- Pump Called due to low pressure

10. Chemical Injection System: The consultant will evaluate the existing chemical injection system to meet the disinfection requirement per FAC for potable water from repump stations. If deficiencies are found, the consultant will design a new system or the needed corrections. This system shall include a chlorine residual analyzer. The consultant will also evaluate the existing ventilation system and design should any system corrections be needed.

11. Pavement Restoration: The consultant will design the pavement restoration for the asphalt driveway and concrete sidewalks.

Project Tasks:

The following tasks shall be completed by Mathews Consulting, Inc. (MC) for this contract:

Task No. 1 – Project Management

MC shall provide overall project management of the project, including coordination with the electrical, structural and HVAC engineering subconsultants.

Task No. 2 – Final Design

Final design shall consist of preparation of Contract Specifications, Contract Drawings and Construction Cost Opinions. Contract drawings shall include City of Riviera Beach Standard Details, as applicable. The City shall provide a “standard front-end contract document” in electronic MS Word format for MC’s use.

Design will include the collection of survey information for the site necessary to verify building dimensions, site dimensions and location of key mechanical and electrical equipment. Drawings (four copies) shall be submitted for City review at 60% and 90% stages. MC shall meet with the City to discuss comments, and incorporate comments into final 100% documents. Consultant shall furnish with the 100% design drawings, one set of AutoCAD Version 2005 files in electronic format on CD to be used by the City in producing bid documents.

Consultant shall attend and distribute minutes for kick-off meeting and two design review meetings.

DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
2. Construction Document Production	60% Drawings 90% Drawings	4 – Sets (11" x 17") 4 – Sets (11" x 17")
3. Permitting Services	Permit Applications	4 – Sets
4. Bidding Services	N/A	Copies of Bid Sets to be provided by City
5. Construction Services	Construction Sets	4 – Sets (11" x 17") 1 – Set (22" x 34")

Task No. 3 – Permitting

MC shall prepare and sign/seal permit application forms for Palm Beach County Health Dept. (PBCHD) and submit the required documentation for the permit and address agency comments or concerns. Associated permit application fees shall be determined by MC and paid by City.

Task No. 4 – Bidding Services

MC shall assist City in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. City shall reproduce contract documents and specifications for bidding purposes. The City shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

MC shall attend pre-bid conference, issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

MC shall attend the bid opening, prepare bid tabulation sheets and assist City in evaluating bids and proposals, and in assembling and awarding contract for construction. MC shall submit to City a written recommendation concerning contract award.

Task No. 5 – Construction Services

MC shall provide limited construction services as described below. It is assumed that the City will serve as overall construction manager of the project, with MC providing assistance to City staff.

Subtask 5.1 – Submittal Review

MC shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for conformance with the design concept and compliance with the construction contract documents. MC will submit reviewed shop drawings/submittals to City for their records.

Subtask 5.2 – Contract Clarifications

MC shall provide interpretation of plans and specifications. MC shall consider the Contractor's suggestions and recommendations, evaluate them, and submit them with recommendations to PBCWUD for a final decision. MC shall answer RFI's providing clarification of the design.

Subtask 5.3 – Construction Inspections

MC shall review work progress at key points of construction to allow the Engineers' certifications that work was completed in substantial conformance with the Contract Documents. Review to include verification that the proposed equipment were properly installed, tested and bacteriologically sampled to allow a "request for release of facilities to be placed into service" to be filed with PBCHD.

Subtask 5.4 – Substantial/Final Inspections

In conjunction with City staff, make preliminary and final inspections and assist in the preparation of a Contractor "punch list" to achieve Substantial Completion. Review completion of the identified punch list items to assist in the determination that Substantial Completion has been achieved by the Contractor. MC shall be involved with the project through Contractor Closeout. Advise the City that Final Acceptance of the project has been reached in accordance with the Contract Documents.

Subtask 5.5 – Certified Record Drawings

MC shall provide City with a certified record drawing based on Contractor's as-built drawing. This will include two sets of hard copies and all CAD files (v. 2005) associated with the project.

Subtask 5.6 – Certifications from Permitting Agencies

After completion of the project, MC will obtain necessary certifications from PBCHD to place the new facilities into operation.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, Consultant shall advise City in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Consultant will be negotiated with City.

1. City will provide Consultant record drawings of all utilities in the project area that shall serve as the basis of design in this project. These shall be provided prior to NTP date. It is assumed that record drawings are available in electronic AutoCad format.

2. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
3. The City has established the design criteria of the proposed pumps. No additional hydraulic analysis or pump sizing will be performed by Consultant.
4. The scope assumes that the new emergency generator will be located outside and adjacent to the existing pump station building, housed within a self-contained sound-attenuated generator enclosure.
5. No geotechnical services or underground utility locate services are included in this scope of work. If these services are required they will be billed separately.
6. The Consultant shall only be responsible for permitting required through the Health Department. All other permitting, specifically permitting through the City's Building Department, shall be the responsibility of the Contractor.
7. It is assumed any increase in impervious area on the site is below the threshold requiring modification to the site's surface water management permit.
8. The City is responsible for all permitting fees, including costs of public notification in local newspapers.
9. It is assumed this project will be advertised and bid as one project. If the project is split into multiple construction contracts, additional services may be required of the Consultant to convert the construction contract documents, design drawings, and specifications accordingly.
10. It is assumed that no additional easements, including temporary construction easements, are required for this project.
11. City will serve as construction manager, and shall be responsible for day-to-day construction paperwork, review of Contractor monthly pay requests, daily inspections.

Additional Services

MC shall provide additional engineering as requested by the District for engineering services that are not covered under this Scope of Services. Services shall be reimbursed in accordance with Mathews Consulting's rates included in Exhibit A. Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from District. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

General Conditions

1. MC will invoice the City on a monthly basis for services completed to date. Payment of all applicable costs will be made by City to MC within 30 days of receipt of invoice.
2. MC shall purchase and maintain insurance for coverage's listed below:
 - a. Workers Compensation
State Statutory
Employer's Liability \$100,000 / \$500,000
 - b. Comprehensive General Liability
Bodily Injury and Property Damage,
Combined Single Limit \$1,000,000
 - c. Automobile Liability:
Bodily Injury and Property Damage,
Combined Single Limit \$1,000,000
 - d. Professional Liability:
Errors and Omissions \$3,000,000

Contract Performance

The duration of work tasks are summarized below (see attached schedule):

<u>Engineering Services</u>	<u>Duration per Task</u>	<u>Cumulative Duration</u>
• Task 1 – Project Management	On-going	
• Task 2 – Final Design		
○ 60% Submittal	60 days	60 days
○ 90% Submittal	30 days	90 days
○ 100% Submittal	15 days	105 days
• Task 3 – Permitting	30 days	135 days
• Task 4 – Bidding	30 days	165 days
• Task 5 – Construction Administration	As required by Contractor's schedule	

Summary of Engineering Fees

Labor costs and associated expenses for engineering services are tabulated below and detailed in Exhibit A.

<u>Engineering Services</u>	<u>Engineering Fee</u>
• Task 1 – Project Management	\$ 3,100.00
• Task 2 – Final Design	\$ 41,830.00
• Task 3 – Permitting	\$ 1,094.00
• Task 4 – Bidding Services	\$ 2,350.00
• Task 5 – Construction Services	\$ 16,718.00
• Reimbursable Expenses	\$ 500.00
	<hr/>
TOTAL FEE	\$ 65,592.00 (Lump Sum)

This proposal prepared and authorized by:

MATHEWS CONSULTING, INC.

By: _____
Rene L. Mathews, P.E., President

Date: _____

Exhibit A Engineer's Budget Summary

Task No.	Task Description	Labor Classification and Hourly Rates							Total Labor	Sub-Consultant Services
		Principal Engineer \$125	Senior Project Engineer \$115	Engineer \$90	Construction Inspector \$75	Senior Eng. Tech. \$85	Senior Cadd \$78	Clerical \$47		
1	Project Management	16							\$2,000	
	Subconsultant - C&W Engineering Electrical									\$1,000
	Subtotal Task 1	16	0	0	0	0	0	0	\$2,000	\$1,000
2	FINAL DESIGN									
	60% Specs, Drawings & Cost Est.	24				24		2	\$5,134	
	90% Specs, Drawings & Cost Est.	8				16		2	\$2,454	
	100% Specs, Drawings & Cost Est.	8				8		1	\$1,727	
	Design Meetings	8							\$1,000	
	Subconsultant - Surveying									\$2,000
	Subconsultant - C&W Engineering Electrical								\$0	\$22,500
	Subconsultant - Bridge Design Structural								\$0	\$3,450
	Subconsultant - J. L. Debay HVAC								\$0	\$700
	Subtotal Task 2	48	0	0	0	48	0	5	\$10,315	\$28,650
3	PERMITTING									
	Palm Beach County Health Department Permit	8						2	\$1,094	
	Subtotal Task 3	8	0	0	0	0	0	2	\$1,094	\$0
4	BIDDING									
	Answer questions/issue RFIs	4							\$500	
	Attend prebid meeting	2							\$250	
	Attend bid opening/recommendation	4							\$500	
	Subconsultant - C&W Engineering Electrical									\$1,000
	Subtotal Task 4	10	0	0	0	0	0	0	\$1,250	\$1,000
5	CONSTRUCTION ADMINISTRATION									
5.1	Submittal Review	10						4	\$1,438	
5.2	Contract Clarifications	6							\$750	
5.3	Construction Inspections	12							\$1,500	
5.4	Substantial/final Inspections	4							\$500	
5.5	Certified Record Drawings	4				4			\$840	
5.6	Certifications from Permitting Agencies	2							\$250	
	Subconsultant - C&W Engineering Electrical								\$0	\$7,500
	Subconsultant - Bridge Design Structural								\$0	\$2,600
	Subconsultant - J. L. Debay HVAC								\$0	\$300
	Subtotal Task 5	38	0	0	0	4	0	4	\$5,278	\$10,400
	Labor Subtotal Hours	120	0	0	0	52	0	11		
	Labor Subtotal Costs	\$15,000	\$0	\$0	\$0	\$4,420	\$0	\$517	\$19,937	\$41,050
	Labor Total Costs	\$19,937								
	Subconsultant Costs Total	\$41,050								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$45,155								
	Reimbursable Expenses	\$500								
	Project Total	\$65,592								

11/24/2006

9

Mathews Consulting, Inc.

RESOLUTION NO. 7-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING AND APPROVING THE PROPOSAL FROM BOWYER-SINGLETON & ASSOCIATES, INCORPORATED, IN THE AMOUNT OF \$20,000.00; TO PROVIDE PROFESSIONAL ENGINEERING DESIGN AND SURVEYING SERVICES FOR THE HAVERHILL WATER IMPROVEMENT PROJECT; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the engineering firm of Bowyer-Singleton & Associates, Incorporated has prepared and submitted to the Utility Special District, a proposal for professional engineering design and surveying services, to construct 1,600 feet of an 8-inch water main at Haverhill Road (Haverhill Water Improvement Project), for a fee of \$20,000.00; and

WHEREAS, the primary purpose of this project is to increase the water distribution capacity and to improve fire flow delivery by increasing the existing 8-inch pipe line to a 12-inch pipe; and

WHEREAS, this project will be constructed in coordination with the County's paving project to avoid costly pavement restoration.

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 District Board approves the proposal from Bowyer-Singleton & Associates, Incorporated, in the amount of \$20,000.00; to provide engineering design and surveying services for the Haverhill Water Distribution Improvement Project.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1437-533-0-6559, in the amount of \$20,000.00.

RESOLUTION NO. 7-07UD
PAGE 2

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

PASSED AND APPROVED this 21st **day of** February **, 2007.**

RESOLUTION NO. 7-07UD

PAGE 3

APPROVED:

UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS

Ann Iles
ANN ILES
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK

Vanessa Lee
VANESSA LEE
VICE-CHAIRPERSON

Norma Duncombe
NORMA DUNCOMBE
BOARD MEMBER

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
BOARD MEMBER

James "Jim" Jackson
JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN
DISTRICT ATTORNEY

DATE: _____

RESOLUTION NO. 8-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE PROPOSAL FROM INSITUFORM TECHNOLOGIES, INC., OF JACKSONVILLE, FLORIDA, (A SOLE SOURCE VENDOR); FOR AN ESTIMATE COST OF \$200,000.00; TO PROVIDE PIPE LINING SERVICES TO ALL UTILITY DISTRICT INFRASTRUCTURE; PIGGYBACKING OFF THE ANNUAL CONTRACT FOR CURED-IN-PLACE REHABILITATION SERVICES (SERVICE AGREEMENT 10-111-0-2005) BETWEEN INSITUFORM TECHNOLOGIES, INC., AND THE CITY OF MELBOURNE; APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$200,000.00 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 INTO THE CAP: REPAIR AND MAINTENANCE-LINES ACCOUNT NO. 412-1438-535-0-4606; AND PAY THIS AMOUNT FROM ACCOUNT NO. 412-1438-535-0-4606; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Insituform Technologies, Inc., of Jacksonville, Florida, has prepared and submitted to the Utility Special District, a proposal to provide pipe lining services for all Utility District infrastructure, at an estimate cost of \$200,000.00; and

WHEREAS, the primary purpose of this project is to bring restoration of the 50+ year sanitary pipelines servicing the City. This pro-active comprehensive approach is necessary to avoid costly reactive point repairs; and

WHEREAS, Insituform is the only national company with the capability of manufacturing the cure-in-place pipe linings and installing the liners.

WHEREAS, this project will be piggybacking off the Annual Contract for Cured-In-Place Rehabilitation Services (Service Agreement 10-111-0-2005) between Insituform Technologies, Inc., and the City of Melbourne from April 1, 2006 through March 31, 2007.

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 an estimate amount of \$200,000.00, to provide pipe lining services for all Utility District infrastructure.

RESOLUTION NO. 8-07UD

PAGE 2

SECTION 2: That the District Board hereby authorizes the Interim District Finance Director to transfer funds in the amount \$200,000.00 from the Utility District CAP-Contingency Account No. 412-1417-536-0-5999 into the CAP: Repair & Maintenance-Lines Account No. 412-1438-535-0-4606; and pay this amount from Account No. 412-1438-5350-4606.

SECTION 3: That the District Director is authorized to approve Change Orders in an amount not to exceed ten percent (10%) of the agreed amount.

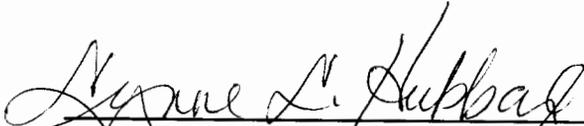
SECTION 4: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

PASSED AND APPROVED this 18TH day of APRIL, 2007.

RESOLUTION NO. 8-074D
PAGE -3-

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

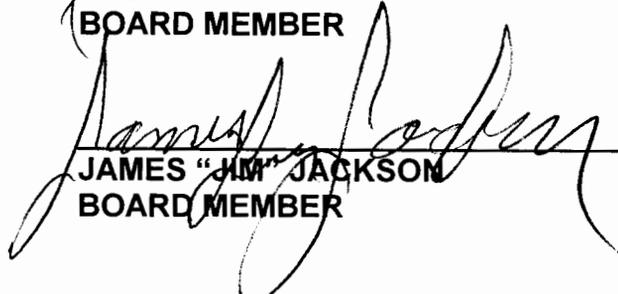

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

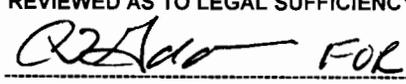
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-10-07

ORIGINAL

**DISTRICT OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 18 day of April, 2007th by and between the DISTRICT OF RIVIERA BEACH UTILITY DISTRICT, a Political Subdivision of the State of Florida, by and through its DISTRICT BOARD, hereinafter referred to as the DISTRICT, and INSITUFORM TECHNOLOGIES, INC., 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.

WHEREAS, The City of Melbourne, a Political Subdivision of the State of Florida posted by solicitation for bid, to wit, Service Agreement No.: 10-111-0-2005, hereinafter the "Melbourne Agreement" for Annual Cured-In-Place Pipe Rehabilitation Services, the terms of which are incorporated herein by reference; and

WHEREAS, CONTRACTOR was the successful responsible bidder on the Melbourne Agreement; and

WHEREAS, the CONTRACTOR is willing to extended the terms and conditions under the Melbourne Agreement to other governmental agencies; and

WHEREAS, the DISTRICT desires to engage the services of the CONTRACTOR under the terms and conditions of the Melbourne Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the DISTRICT and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of pipe lining services to the DISTRICT. Said pipe lining services are more specifically set forth in the Scope of Services stated in the Melbourne Agreement which is attached hereto as Exhibit "A" and incorporated herein by reference.

The DISTRICT'S representative/liaison during the performance of this Contract shall be Julian Deleon, telephone no. (561) 644-2376.

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. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) 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 an amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** inclusive of all expenses, fees, charges and change orders (if any) incurred under this Contract. 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 services 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 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 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 DISTRICT will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the DISTRICT representative. Invoices will normally be paid within thirty (30) days following the 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 services 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.
- 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.

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 DISTRICT OF RIVIERA BEACH DISTRICT COUNCIL.

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 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.

C. 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.

D. 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.

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

ARTICLE 12 - INDEMNIFICATION

The 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 CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 CONTRACTOR not included in the paragraph above and for which the DISTRICT, its agents, servants 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.

The CONTRACTOR shall defend all actions in the name of the DISTRICT, when applicable. However, the DISTRICT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

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

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 Florida Statutes, Section 112.311. 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.

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

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).

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 CONSULTANT 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

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 Services, 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.

he DISTRICT so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Services 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:

Julian Deleon
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Insituform Technologies, Inc.
702 Spirit 40 Park Drive
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

tract 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 construction of Cured-In-Place Pipe shall be guaranteed by the Manufacturer, if any, for a period of one years 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~~ for a period of one 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.

3 CONTRACTOR shall provide the DISTRICT with a written warranty of its work and with a copy of the manufacturer's warranty as it relates to the materials and parts used to construct this project.

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 and 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, **H. Douglas Thomas** hereby represents to the DISTRICT that he/she 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

TICLE 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 this Contract and Exhibit "A". The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Exhibit "A". To the extent that there exists a conflict between this Contract and Exhibit "A", 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 DISTRICT COUNCIL OF THE DISTRICT OF RIVIERA BEACH 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.

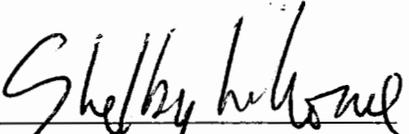
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IN WITNESS WHEREOF, the parties unto this Contract have hereunto set its hand the day and year above written.

THE CITY OF RIVIERA BEACH UTILITY DISTRICT

CONTRACTOR

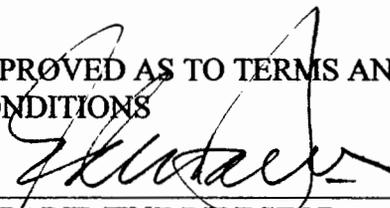
Instituform Technologies, Inc.

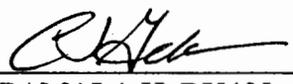
BY: 
SHELBY L. LOWE
UTILITY DISTRICT CHAIRPERSON

BY: 
H. DOUGLAS THOMAS
VP SPECIAL PROJECTS

ATTEST:

BY: 
CARRIE E. WARD, MMC
DISTRICT CLERK

APPROVED AS TO TERMS AND
CONDITIONS
BY: 
DEPARTMENT DIRECTOR
DR. EDWARD E. SIERRA, CEP, REP
DIRECTOR OF UTILITIES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

Date: 4-10-07

EXHIBIT "A"

**SCOPE OF SERVICES
FROM MELBOURNE AGREEMENT**

[Reports if Applicable]

[Key Personnel if Applicable]



Insituform
Technologies, Inc.

*Worldwide Pipeline
Rehabilitation*

116 Spanish Moss Lane
Ponte Vedra Beach, FL 32082

Tel: (904) 237-3426
Toll Free: (800) 633-8362
Fax: (904) 280-4162
www.insituform.com

March 30, 2007

Mr. Julian DeLeon, Utility Engineer
City of Riviera Beach Utilities District
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Re: City of Melbourne Contract, Exhibit A

Dear Julian,

Insituform Technologies is pleased to offer the existing City of Melbourne Contract (RFP #10-111-1-2005) April 1, 2007 to March 31, 2008 for sanitary sewer lining in the City of Riviera Beach. All prices, terms and conditions as stated in the contract will exist between The City of Riviera Beach and Insituform Technologies ® Inc.

If you have any questions or need further information please call me at
(904) 237-3426

Best regards,

Ted Hotchkiss
Area Account Manager

The City of Melbourne



900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 727-2900 • Fax (321) 953-6207

March 15, 2007

Mr. Richard Howton
Insituform Technologies, Inc.
11511 Philips Highway South
Jacksonville, Florida 32256

RE: Annual Contract Award for RFP #10-111-1-2005, CIPP Rehabilitation Services

Dear Mr. Howton,

The City would like to renew the above referenced contract for a second year, beginning April 1, 2007 through March 31, 2008.

Please sign both copies of the attached contract amendment and return them to my attention for City signature. Thank you for your continued interest in doing business with the City of Melbourne.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Shultz". The signature is stylized and cursive.

Michelle Shultz, P.E.
Utilities Engineer

Enclosure

Cc: Department/File

An Equal Opportunity Employer

• Internet: www.melbourneflorida.org • E-Mail: cityhall@melbourneflorida.org



CITY OF MELBOURNE
Public Works & Utilities Department

AMENDMENT 1 TO AGREEMENT
Continuing Annual Contract for Cured-In-Place Pipe (CIPP)
Rehabilitation Services

SERVICE AGREEMENT NO. (10-111-0-2005)

This Amendment to the Service Agreement for Continuing Annual Contract for Cured-In-Place Pipe (CIPP) Rehabilitation Services is made and entered into this 22th day of March, 2007, between the City of Melbourne and Insituform Technologies, Inc; 11511 Phillips Hwy. S; Jacksonville, Florida 32256.

The Agreement, approved by City Council on February 28, 2006, is hereby amended to *renew* the term for an additional twelve (12) month period, at the same rate(s) and conditions set forth in the Request for Proposal (RFP) package, by mutual agreement of both parties, for the second year term beginning April 1, 2007 through March 31, 2008.

The parties hereto duly execute this Amendment to become effective as of April 1, 2007.

CITY OF MELBOURNE
2885 Harper Road
Melbourne, FL 32904

Insituform Technologies, Inc
11511 Phillips Hwy. S.
Jacksonville, FL 32256

Robert C. Klapproth, Jr.
Public Works & Utilities Director

By: H. Douglas Thomas
(Name/Title)

R.C. Klapproth, Jr. 3.22-07
(Signature) (Date)

H. Douglas Thomas March 21, 2007
(Signature) (Date)

Distribution:
Department/Division File
↳ Purchasing File

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 and President of the Corporation has, pursuant to the above authority, duly appointed (a) H. Douglas Thomas to the position of Vice President, Special Projects and (b) Joann Smith and Denise L. Carroll 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 16th day of January, 2007.

Insituform Technologies, Inc.

By: Suta Tungsiripat
Suta Tungsiripat
Assistant Secretary

PROJECT NAME: City of Melbourne
 CIPP Rehabilitation Services
 RFP # 10-111-1-2005
 Expires:

DATE: 01/16/07

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL CONTRACT		Charge for 1.5 mm Increase/lf
			UNIT PRICE	Quant AMOUNT	
	CIPP Rehab. Sanitary Sewer Mains				
	8" diameter				
	6.0 mm normal thickness (.236)	LF	24.20	1	\$24.20
	7.5 mm normal thickness (.0295)	LF	26.20	1	\$26.20
	9.0 mm normal thickness (.354)	LF	28.20	1	\$28.20
	10" diameter				
	6.0 mm normal thickness (.236)	LF	28.60	1	\$28.60
	7.5 mm normal thickness (.0295)	LF	29.70	1	\$29.70
	9.0 mm normal thickness (.354)	LF	30.80	1	\$30.80
	12" diameter				
	6.0 mm normal thickness (.236)	LF	31.90	1	\$31.90
	7.5 mm normal thickness (.0295)	LF	33.00	1	\$33.00
	9.0 mm normal thickness (.354)	LF	35.00	1	\$35.00
	15" diameter				
	6.0 mm normal thickness (.236)	LF	36.30	1	\$36.30
	7.5 mm normal thickness (.0295)	LF	42.90	1	\$42.90
	9.0 mm normal thickness (.354)	LF	45.10	1	\$45.10
	18" diameter				
	6.0 mm normal thickness (.236)	LF	41.80	1	\$41.80
	7.5 mm normal thickness (.0295)	LF	46.20	1	\$46.20
	9.0 mm normal thickness (.354)	LF	52.80	1	\$52.80
	10.5 mm normal thickness (.413)	LF	59.40	1	\$59.40
	21" diameter				
	6.0 mm normal thickness (.236)	LF	55.00	1	\$55.00
	7.5 mm normal thickness (.0295)	LF	61.60	1	\$61.60
	9.0 mm normal thickness (.354)	LF	69.30	1	\$69.30
	10.5 mm normal thickness (.413)	LF	74.80	1	\$74.80
	12.0 mm normal thickness (.472)	LF	79.20	1	\$79.20
					\$4.40
	24" diameter				
	9.0 mm normal thickness (.354)	LF	75.90	1	\$75.90
	10.5 mm normal thickness (.413)	LF	86.90	1	\$86.90
	12.0 mm normal thickness (.472)	LF	91.30	1	\$91.30
	13.5 mm normal thickness (.531)	LF	95.70	1	\$95.70
	15.0 mm normal thickness (.591)	LF	100.10	1	\$100.10
					\$4.95
	27" diameter				
	9.0 mm normal thickness (.354)	LF	84.70	1	\$84.70
	10.5 mm normal thickness (.413)	LF	90.20	1	\$90.20
	12.0 mm normal thickness (.472)	LF	97.00	1	\$97.00
	13.5 mm normal thickness (.531)	LF	103.40	1	\$103.40
	15.0 mm normal thickness (.591)	LF	108.90	1	\$108.90
					\$5.50
	30" diameter				
	9.0 mm normal thickness (.354)	LF	102.30	1	\$102.30
	10.5 mm normal thickness (.413)	LF	107.80	1	\$107.80
	12.0 mm normal thickness (.472)	LF	116.60	1	\$116.60
	13.5 mm normal thickness (.531)	LF	122.10	1	\$122.10
	15.0 mm normal thickness (.591)	LF	129.80	1	\$129.80
					\$7.00
	36" diameter				
	10.5 mm normal thickness (.413)	LF	100.10	1	\$100.10
	12.0 mm normal thickness (.472)	LF	111.10	1	\$111.10
	13.5 mm normal thickness (.531)	LF	116.60	1	\$116.60
	15.0 mm normal thickness (.591)	LF	122.10	1	\$122.10
	16.5 mm normal thickness (.650)	LF	130.90	1	\$130.90

18.0 mm normal thickness (.709)	LF	136.40	1	\$136.40	\$8.00
Clean & Inspection - Sanitary					
Light Cleaning and inspection					
8" - 12" diameter	LF	1.70	1	\$1.70	
14" - 18" diameter	LF	2.80	1	\$2.80	
20" - 24" diameter	LF	3.90	1	\$3.90	
27" - 42" diameter	LF	5.60	1	\$5.60	
48" - 72" diameter	LF	14.60	1	\$14.60	
Medium Cleaning					
8" - 12" diameter	LF	2.80	1	\$2.80	
14" - 18" diameter	LF	3.90	1	\$3.90	
20" - 24" diameter	LF	5.00	1	\$5.00	
27" - 42" diameter	LF	10.10	1	\$10.10	
48" - 72" diameter	LF	20.20	1	\$20.20	
Heavy Cleaning					
8" - 12" diameter	LF	3.70	1	\$3.70	
14" - 18" diameter	LF	4.80	1	\$4.80	
20" - 24" diameter	LF	7.90	1	\$7.90	
27" - 42" diameter	LF	13.50	1	\$13.50	
48" - 72" diameter	LF	29.20	1	\$29.20	
Root Removal					
8" - 12" diameter	LF	2.20	1	\$2.20	
14" - 18" diameter	LF	3.40	1	\$3.40	
20" - 24" diameter	LF	4.50	1	\$4.50	
27" - 42" diameter	LF	6.70	1	\$6.70	
48" - 72" diameter	LF	9.00	1	\$9.00	
Tuberculation Cleaning					
8" - 12" diameter	LF	20.20	1	\$20.20	
14" - 18" diameter	LF	25.90	1	\$25.90	
20" - 24" diameter	LF	35.00	1	\$35.00	
27" - 42" diameter	LF	40.00	1	\$40.00	
48" - 72" diameter	LF	47.20	1	\$47.20	
CIPP Rehab. Storm Sewer Mains					
15" diameter					
6.0 mm normal thickness (.236)	LF	53.60	1	\$53.60	
7.5 mm normal thickness (.0295)	LF	60.50	1	\$60.50	
9.0 mm normal thickness (.354)	LF	63.80	1	\$63.80	\$3.30
18" diameter	LF				
6.0 mm normal thickness (.236)	LF	60.50	1	\$60.50	
7.5 mm normal thickness (.0295)	LF	63.80	1	\$63.80	
9.0 mm normal thickness (.354)	LF	70.40	1	\$70.40	
10.5 mm normal thickness (.413)	LF	85.80	1	\$85.80	
21" diameter					
6.0 mm normal thickness (.236)	LF	82.50	1	\$82.50	
7.5 mm normal thickness (.0295)	LF	85.80	1	\$85.80	
9.0 mm normal thickness (.354)	LF	92.40	1	\$92.40	
10.5 mm normal thickness (.413)	LF	99.00	1	\$99.00	
12.0 mm normal thickness (.472)	LF	103.40	1	\$103.40	\$4.40
24" diameter					
9.0 mm normal thickness (.354)	LF	91.30	1	\$91.30	
10.5 mm normal thickness (.413)	LF	102.30	1	\$102.30	
12.0 mm normal thickness (.472)	LF	107.80	1	\$107.80	
13.5 mm normal thickness (.531)	LF	112.20	1	\$112.20	
15.0 mm normal thickness (.591)	LF	117.70	1	\$117.70	\$5.50
27" diameter					
9.0 mm normal thickness (.354)	LF	92.40	1	\$92.40	
10.5 mm normal thickness (.413)	LF	103.40	1	\$103.40	
12.0 mm normal thickness	LF	108.70	1	\$108.70	
13.5 mm normal thickness (.531)	LF	114.40	1	\$114.40	
15.0 mm normal thickness (.591)	LF	119.90	1	\$119.90	\$5.50
30" diameter					
9.0 mm normal thickness (.354)	LF	93.50	1	\$93.50	
10.5 mm normal thickness (.413)	LF	103.40	1	\$103.40	

12.0 mm normal thickness (.472)	LF	110.00	1	\$110.00	
13.5 mm normal thickness (.531)	LF	115.50	1	\$115.50	
15.0 mm normal thickness (.591)	LF	122.10	1	\$122.10	\$6.60
36" diameter					
10.5 mm normal thickness (.413)	LF	122.10	1	\$122.10	
12.0 mm normal thickness (.472)	LF	132.00	1	\$132.00	
13.5 mm normal thickness (.531)	LF	140.80	1	\$140.80	
15.0 mm normal thickness (.591)	LF	148.50	1	\$148.50	
16.5 mm normal thickness (.650)	LF	158.40	1	\$158.40	
18.0 mm normal thickness (.709)	LF	168.30	1	\$168.30	\$9.90
42" diameter					
10.5 mm normal thickness (.413)	LF	134.20	1	\$134.20	
12.0 mm normal thickness (.472)	LF	145.20	1	\$145.20	
13.5 mm normal thickness (.531)	LF	155.10	1	\$155.10	
15.0 mm normal thickness (.591)	LF	167.20	1	\$167.20	
16.5 mm normal thickness (.650)	LF	190.30	1	\$190.30	
18.0 mm normal thickness (.709)	LF	202.40	1	\$202.40	\$12.10
48" diameter					
12.0 mm normal thickness (.472)	LF	198.00	1	\$198.00	
13.5 mm normal thickness (.531)	LF	211.20	1	\$211.20	
15.0 mm normal thickness (.591)	LF	222.20	1	\$222.20	
16.5 mm normal thickness (.650)	LF	237.60	1	\$237.60	
18.0 mm normal thickness (.709)	LF	247.50	1	\$247.50	
19.5 mm normal thickness (.768)	LF	257.40	1	\$257.40	
21.0 mm normal thickness (.827)	LF	268.40	1	\$268.40	\$13.00
52" diameter					
10.5 mm normal thickness (.413)	LF	223.30	1	\$223.30	
12.0 mm normal thickness (.472)	LF	233.20	1	\$233.20	
13.5 mm normal thickness (.531)	LF	244.20	1	\$244.20	
15.0 mm normal thickness (.591)	LF	255.20	1	\$255.20	
16.5 mm normal thickness (.650)	LF	267.30	1	\$267.30	
18.0 mm normal thickness (.709)	LF	278.30	1	\$278.30	
19.5 mm normal thickness (.768)	LF	293.70	1	\$293.70	
21.0 mm normal thickness (.827)	LF	304.70	1	\$304.70	
22.5 mm normal thickness (.886)	LF	322.30	1	\$322.30	\$17.60
54" diameter					
10.5 mm normal thickness (.413)	LF	223.30	1	\$223.30	
12.0 mm normal thickness (.472)	LF	233.20	1	\$233.20	
13.5 mm normal thickness (.531)	LF	244.20	1	\$244.20	
15.0 mm normal thickness (.591)	LF	255.20	1	\$255.20	
16.5 mm normal thickness (.650)	LF	267.30	1	\$267.30	
18.0 mm normal thickness (.709)	LF	278.30	1	\$278.30	
19.5 mm normal thickness (.768)	LF	293.70	1	\$293.70	
21.0 mm normal thickness (.827)	LF	304.70	1	\$304.70	
22.5 mm normal thickness (.886)	LF	322.30	1	\$322.30	\$17.60
60" diameter					
10.5 mm normal thickness (.413)	LF	414.70	1	\$414.70	
12.0 mm normal thickness (.472)	LF	424.60	1	\$424.60	
13.5 mm normal thickness (.531)	LF	437.80	1	\$437.80	
15.0 mm normal thickness (.591)	LF	449.90	1	\$449.90	
16.5 mm normal thickness (.650)	LF	464.20	1	\$464.20	
18.0 mm normal thickness (.709)	LF	477.40	1	\$477.40	
19.5 mm normal thickness (.768)	LF	491.70	1	\$491.70	
21.0 mm normal thickness (.827)	LF	511.50	1	\$511.50	
22.5 mm normal thickness (.886)	LF	528.00	1	\$528.00	\$18.15
72" diameter					
10.5 mm normal thickness (.413)	LF	991.10	1	\$991.10	
12.0 mm normal thickness (.472)	LF	1,003.20	1	\$1,003.20	
13.5 mm normal thickness (.531)	LF	1,018.60	1	\$1,018.60	
15.0 mm normal thickness (.591)	LF	1,034.00	1	\$1,034.00	
16.5 mm normal thickness (.650)	LF	1,047.20	1	\$1,047.20	
18.0 mm normal thickness (.709)	LF	1,067.60	1	\$1,067.60	
19.5 mm normal thickness (.768)	LF	1,078.00	1	\$1,078.00	

21.0 mm normal thickness (.827)	LF	1,093.40	1	\$1,093.40	
22.5 mm normal thickness (.886)	LF	1,115.00	1	\$1,115.00	\$21.60
Clean & Inspection - Storm					
Light Cleaning and inspection					
8" - 12" diameter	LF	2.80	1	\$2.80	
14" - 18" diameter	LF	3.90	1	\$3.90	
20" - 24" diameter	LF	5.10	1	\$5.10	
27" - 42" diameter	LF	6.70	1	\$6.70	
48" - 72" diameter	LF	15.70	1	\$15.70	
Medium Cleaning					
8" - 12" diameter	LF	3.90	1	\$3.90	
14" - 18" diameter	LF	5.10	1	\$5.10	
20" - 24" diameter	LF	6.70	1	\$6.70	
27" - 42" diameter	LF	10.10	1	\$10.10	
48" - 72" diameter	LF	21.40	1	\$21.40	
Heavy Cleaning					
8" - 12" diameter	LF	4.80	1	\$4.80	
14" - 18" diameter	LF	5.90	1	\$5.90	
20" - 24" diameter	LF	9.00	1	\$9.00	
27" - 42" diameter	LF	14.60	1	\$14.60	
48" - 72" diameter	LF	31.50	1	\$31.50	
Root Removal					
8" - 12" diameter	LF	3.40	1	\$3.40	
14" - 18" diameter	LF	4.50	1	\$4.50	
20" - 24" diameter	LF	5.00	1	\$5.00	
27" - 42" diameter	LF	6.70	1	\$6.70	
48" - 72" diameter	LF	10.10	1	\$10.10	
Tuberculation Cleaning					
8" - 12" diameter	LF	21.40	1	\$21.40	
14" - 18" diameter	LF	27.00	1	\$27.00	
20" - 24" diameter	LF	29.20	1	\$29.20	
27" - 42" diameter	LF	34.90	1	\$34.90	
48" - 72" diameter	LF	50.60	1	\$50.60	
Ancillary Services					
By-Pass Pumping					
8" diameter	LF	1.00	1	\$1.00	
10" diameter	LF	1.00	1	\$1.00	
12" diameter	LF	2.00	1	\$2.00	
15" diameter	LF	3.00	1	\$3.00	
18" diameter	LF	6.00	1	\$6.00	
21" diameter	LF	10.00	1	\$10.00	
24" diameter	LF	15.00	1	\$15.00	
27" diameter	LF	20.00	1	\$20.00	
30" diameter	LF	35.00	1	\$35.00	
36" diameter	LF	40.00	1	\$40.00	
Reinstatement of services & pressure grouting	each	550.00	1	\$550.00	
Traffic Control - FDOT Right of Way					
Flagman	setup	600.00	1	\$600.00	
Arrow Board	setup	180.00	1	\$180.00	
Barricades	setup	350.00	1	\$350.00	
Lane Dividers	setup	100.00	1	\$100.00	
Traffic Control - City Right of Way					
Flagman	setup	300.00	1	\$300.00	
Arrow Board	setup	180.00	1	\$180.00	
Barricades	setup	250.00	1	\$250.00	
Lane Dividers	setup	100.00	1	\$100.00	
Traffic Control - County Right of Way					
Flagman	setup	600.00	1	\$600.00	
Arrow Board	setup	180.00	1	\$180.00	
Barricades	setup	350.00	1	\$350.00	
Lane Dividers	setup	100.00	1	\$100.00	
Easement Access					
6" to 12" diameter	LF	3.40	1	\$3.40	

14" to 18" diameter	LF	4.50	1	\$4.50
20" to 24" diameter	LF	5.60	1	\$5.60
27" to 30" diameter	LF	9.00	1	\$9.00
Mobilization	lump sum	4,000.00	1	\$4,000.00
				36,356.40

ACORD. CERTIFICATE OF LIABILITY INSURANCE

07/01/2007

DATE (MM/DD/YY)
03/08/2007

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

INSURED
1041932 Insituform Technologies, Inc.
702 Spirit 40 Park Drive
Chesterfield MO 63005

INSURER A: Liberty Mutual Fire Insurance (64)

INSURER B: Liberty Insurance Corp. (64)

INSURER C:

INSURER D:

INSURER E:

COVERAGES 29

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TB2-641-004218-036 BROAD FORM PD/CONTRACTUAL	07/01/2006	07/01/2007	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> INDPNT CONTRACTOR				PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> XCU				GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	AS2-641-004218-026	07/01/2006	07/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Physical Damage				
	<input checked="" type="checkbox"/> Deduct - per policy				
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AGG \$ XXXXXXXX
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-64D-009004-446	07/01/2006	07/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC7-641-004218-016 (WI & OR)	07/01/2006	07/01/2007	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: SANITARY SEWER LINING. CITY OF RIVIERA BEACH UTILITY DISTRICT IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

2804076

CITY OF RIVIERA BEACH UTILITY DISTRICT
600 WEST BLUE HERON BOULEVARD
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.

AUTHORIZED REPRESENTATIVE

S. Whiteaker Meyer

RD 25-S (7/97)

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

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RESOLUTION NO. 9-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$10,284.00; FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 411-1438-535-0-5999 INTO THE UTILITY DISTRICT CAP: VEHICLES ACCOUNT NO. 411-1417-536-0-6451; FOR THE PURCHASE OF ONE (1) DEERE 325 SKID STEER LOADER, FROM NORTRAX EQUIPMENT, BY PIGGYBACKING OFF THE STATE OF FLORIDA CONTRACT NO. 760-001-06-1; AT A TOTAL COST OF \$35,283.80; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1417-536-0-6451; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that the City of Riviera Beach Utility Special District Board of Directors approve the purchase of Deere 325 Skid Steer Loader from Nortrax Equipment, in the amount of \$35,283.80; piggybacking off the State of Florida Contract Number 760-001-06-1, effective October 26, 2005 through May 31, 2007; and

WHEREAS, the main purpose for this purchase is for the sewer collection division to have a skid steer loader (Bobcat type equipment) to perform field digging projects for repairs, maintenance and excavations; and

WHEREAS, it is necessary to transfer funds in the amount of \$10,284.00 from the Utility District Contingency Account No. 411-1438-535-0-5999 to the Utility District CAP: Vehicles Account No. 411-1417-536-0-6451 to purchase one (1) Deere 325 Skid Steer Loader from Nortrax Equipment, in the amount of \$35,283.80.

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

SECTION 1: That the District Board hereby approve the quote from Nortrax Equipment, in the amount of \$35,283.80, for the purchase of one (1) Deere 325 Skid Steer Loader.

RESOLUTION NO. 9-07UD

Page 2

SECTION 2: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$10,284.00, from the Utility District Contingency Account No. 411-1438-535-0-5999, into the Utility District CAP: Vehicles Account No. 411-1417-536-0-6451.

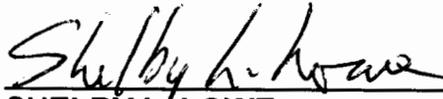
SECTION 3: That the Interim District Finance Director is authorized to make payment for same under Account No. 411-1417-536-0-6451.

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

PASSED AND APPROVED THIS 18TH day of APRIL, 2007

RESOLUTION NO. 9-07100
PAGE -3-

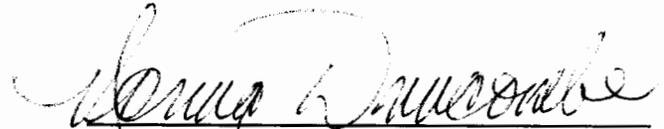
APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

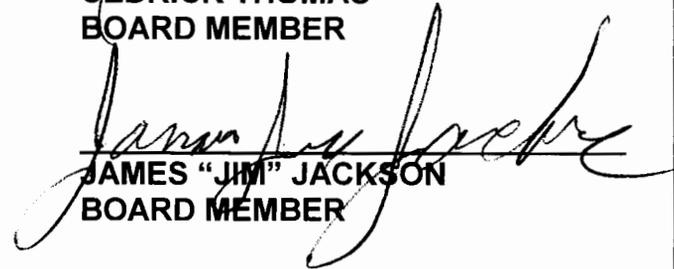

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9-10-07

RESOLUTION NO. 10-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER ADDITIONAL FUNDS IN THE AMOUNT OF \$36,789.00 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 411-1417-536-0-5999 INTO THE UTILITY DISTRICT PROFESSIONAL SERVICE-ENGINEERING ACCOUNT NO. 411-1417-536-0-3103 FOR PAYMENT TO BEVERIDGE & DIAMOND, P.C., OF WASHINGTON, D.C. FOR LEGAL FEES AND EXPENSES FOR THE MONTH OF JANUARY 2007 WITH RESPECT TO THE ON-GOING FEASIBILITY STUDY THAT THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ARE CONDUCTING IN THE SOLITRON MATTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to transfer additional funds in the amount of \$36,789.00 from the Utility District Contingency Account No. 411-1417-536-0-5999 to the Utility District Professional Service-Engineering Account No. 411-1417-536-0-6559 to make payment to Beveridge & Diamond, P.C. in the amount of \$51,788.51.

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

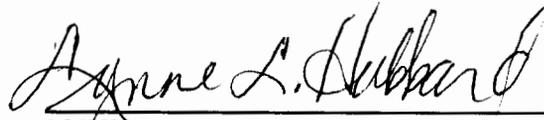
SECTION 1: That the District Board hereby authorizes the Interim District Finance Director to transfer additional funds in the amount \$36,789.00 from the Utility District Contingency Account No. 411-1417-536-0-5999 into the Utility District Professional Service-Engineering Account No. 411-1417-536-0-3103 to make payment to Beveridge & Diamond, P.C.

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

PASSED AND APPROVED THIS 18TH day of APRIL, 2007

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

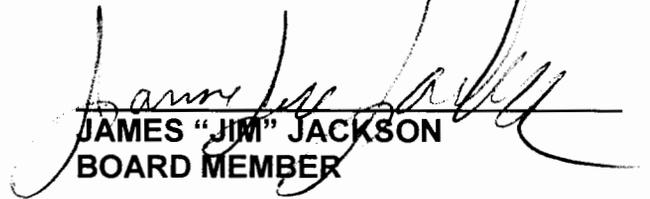

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-10-07

RESOLUTION NO. 11-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH MATHEWS CONSULTING, INC. OF WEST PALM BEACH, FLORIDA, TO PROVIDE GENERAL PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT, DISTRIBUTION, SEWER COLLECTION PLANNING AND DESIGN SERVICES AS PER THEIR PROPOSAL SUBMITTED JUNE 29, 2006; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff solicited Request for Qualifications for General Professional Consulting Engineering Services for Water Treatment, Distribution, Sewer Collection Planning and Design Services; and

WHEREAS, the selection committee short-listed three (3) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066); and

WHEREAS, Mathews Consulting, Inc., West Palm Beach, Florida, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications, and staff recommends that the Board authorize the negotiation of a contract.

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

SECTION 1: That the Utility Special District of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to negotiate an agreement with Mathews Consulting, Inc. to provide general professional consulting engineering services for water treatment, distribution, sewer collection planning and design services.

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

PASSED AND APPROVED this 18TH day of APRIL, 2007.

RESOLUTION NO. 11-07UD

PAGE -2-

APPROVED:



SHELBY L. LOWE
DISTRICT CHAIRPERSON



LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:



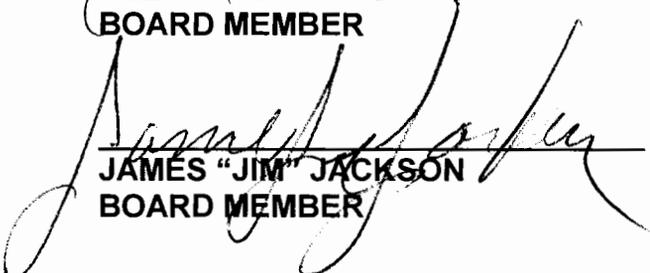
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



NORMA DUNCOMBE
BOARD MEMBER



CEDRICK THOMAS
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

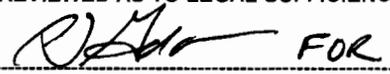
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-10-07

RESOLUTION NO. 12-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE AMENDMENT TO THE CONTRACT FOR BID AWARD NO. 133306, FOR ADDITIONAL REHABILITATION WORK OF THE MEDIA FILTERS 9 THROUGH 16 BY AMERICAN WATER RESOURCES, INC., OF PHILADELPHIA, PENNSYLVANIA, THE LOWEST BIDDER; IN THE AMOUNT OF \$238,146.60; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the primary purpose of this purchase is to remove and replace the old filter media system at the water treatment plant; thus increasing the plant's capacity for Filters 9 through 16; and

WHEREAS, at the February 2007 Board meeting, via Resolution No. 1-07UD, (Bid Award No. 133306) the District Board awarded American Water Resources, Inc., with a contract to remove and replace the old filter media system for Filters 1 through 6; and

WHEREAS, the Utility District now needs to perform the same work to the remaining filters, 9 through 16. American Water Resources, Inc. has agreed to extend this same competitive unit pricing for the additional filters. Filters 9-16 are much bigger and will require twice as much media; therefore, the pricing is higher. Nevertheless, American Water Resources, Inc. agreed to keep the same unit pricing per pound of material; and

WHEREAS, utilizing American Water Resources, Inc., will save the District the cost and effort of preparing a bid, advertising and compiling responses, thereby an amendment to the contract is necessary.

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

SECTION 1: That the District Board hereby approve the amendment to the contract, in the amount of \$238,146.60, from American Water Resources, Inc., in conjunction with approved Resolution No. 1-07UD, between American Water Resources, Inc., and the City of Riviera Beach Utility Special District; for the removal and disposal of the old filter media and installation of the new filter media at the Water Treatment Plant.

RESOLUTION NO. 12-07UD

PAGE 2

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1437-533-0-6559, in the amount of \$238,146.60.

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

PASSED AND APPROVED THIS 18TH day of APRIL, 2007.

APPROVED:



SHELBY L. LOWE
DISTRICT CHAIRPERSON



LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:



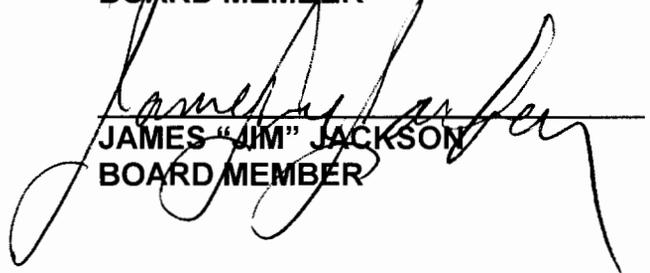
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



NORMA DUNCOMBE
BOARD MEMBER



CEDRICK THOMAS
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 4-12-07 FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-12-07

**AMENDMENT TO DISTRICT OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This AMENDMENT is made as of this 18 day of April, 2007 by and between the UTILITY DISTRICT OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its DISTRICT BOARD, hereinafter referred to as the DISTRICT, and AMERICAN WATER RESOURCES, INC., 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 22-325-9128.

WHEREAS, after soliciting competitive sealed bids, the DISTRICT awarded a Contract for Construction to CONTRACTOR to provide rehabilitation services to Filters 1 through 6 at the water treatment plant (hereinafter referred to as the Contract); and,

WHEREAS, the DISTRICT is in need of the same rehabilitation services for Filters 9 through 16 at the water treatment plant; and,

WHEREAS, the CONTRACTOR is willing to modify the scope of the Contract to include rehabilitation services to Filters 9 through 16 at the same terms, conditions and unit pricing provided under the Contract; and

WHEREAS, the DISTRICT desires to engage the rehabilitation services of the CONTRACTOR under the terms, conditions and unit pricing of the Contract.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is hereby acknowledged by the parties, the DISTRICT and the CONTRACTOR agree to amend the Contract as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Amendment is to provide construction services in the area of Filter Rehabilitation (the "Construction Work") as more specifically set forth in the CONTRACTOR's letter proposal dated April 2, 2007 (attached to this Amendment as Exhibit "A" and incorporated by reference herein) and as set forth in the Scope of Work detailed in Exhibit "A" to the Contract, which is incorporated herein by reference.

ARTICLE 2 - SCHEDULE

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 the Contract at Article 11 and a Performance and Surety Bond as set forth in the Contract Article 31 in a form satisfactory to the DISTRICT. Construction work shall be carried on at a rate to

insure its full completion within four (4) weeks, excluding Sundays, from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Amendment.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Generally - The DISTRICT agrees to compensate the CONTRACTOR under this Amendment an amount not to exceed **Two Hundred Thirty-Eight Thousand, One Hundred Forty-Six Dollars and 60/100 Cents (\$238,146.60)** inclusive of all expenses, fees, charges and change orders (if any) incurred under this Amendment and the Contract. The total and cumulative amount of this Amendment 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 Exhibit "A" to this Amendment and the Scope of Work contained in Exhibit "A" to the Contract, without specific, prior approval of the DISTRICT

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The DISTRICT and the CONTRACTOR agree that this Amendment and the Contract and any attachments hereto or other documents referenced in the Contract or exhibits thereto set forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Amendment and the Contract supersede 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 Amendment or the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the Contract, Article 28 - Modifications of Work.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT NOT AMENDED
HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.**

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IN WITNESS WHEREOF, the DISTRICT and CONTRACTOR have hereunto set their hand and seal on the day and year first written above.

THE CITY OF RIVIERA BEACH
UTILITY DISTRICT

CONTRACTOR
AMERICAN WATER RESOURCES, INC.

BY: *Shelby L. Lowe*
SHELBY L. LOWE
UTILITY DISTRICT CHAIRPERSON

BY: *James L. Fisher*
Print Name: James L. Fisher
Print Position: Managing Director
4-13-07

ATTEST:

BY: *C. E. Ward*
CARRIE E. WARD, MMC
DISTRICT CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: *Dr. Edward E. Sierra*
DR. EDWARD E. SIERRA
DISTRICT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *Pamala H. Ryan* FOR
PAMALA H. RYAN,
DISTRICT ATTORNEY

Date: 4-17-2007

EXHIBIT "A"

LETTER PROPOSAL FROM CONTRACTOR

RESOLUTION NO. 13-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE PROPOSED BID AWARD WITH HIGGINS ELECTRIC, OF WEST PALM BEACH, FLORIDA, THE LOWEST BIDDER; FOR THE PURCHASE AND INSTALLATION OF A GENERATOR TO POWER FOUR RAW WATER WELLS NEAR PARKE AVENUE AND HAVERHILL ROAD; IN THE AMOUNT OF \$241,102.00; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 415-1430-533-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the primary purpose of this purchase is to power four (4) raw water wells near Parke Avenue and Haverhill Road during emergencies and power outages; and

WHEREAS, only two (2) companies responded to our standard specifications for the project; and Higgins Electric of West Palm Beach, FL, was the lowest responsive bidder.

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

SECTION 1: That the District Board hereby accepts the bid proposal in the amount of \$241,102 from Higgins Electric for this purchase and installation; and that the Board Chairperson and District Clerk are hereby authorized to execute a contract between Higgins Electric, and the City of Riviera Beach Utility Special District, in the total amount of \$241,102, for the purchase and installation of a generator.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 415-1430-533-0-6558, in the amount of \$241,102.00.

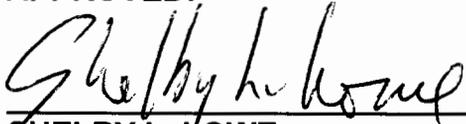
RESOLUTION NO. 13-07UD
PAGE 2

SECTION 3: That the District Director is authorized to approve Change Orders in an amount not to exceed ten percent (10%) of the contract amount.

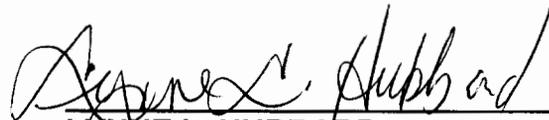
SECTION 4: This Resolution shall take effect upon its passage and adoption by the District Board.

**PASSED AND APPROVED THIS 18TH day of APRIL,
2007.**

APPROVED:



SHELBY L. LOWE
DISTRICT CHAIRPERSON



LYNNE L. HUBBARD
VICE CHAIRPERSON

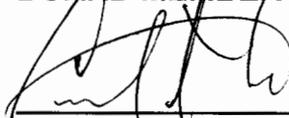
ATTEST:



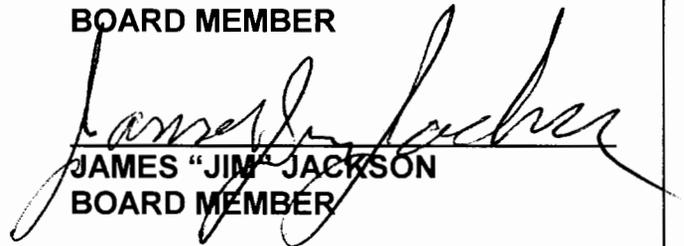
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



NORMA DUNCOMBE
BOARD MEMBER



CEDRICK THOMAS
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-10-07

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 17th day of April, 2007 by and between the CITY OF RIVIERA BEACH UTILITY DISTRICT, a Political Subdivision of the State of Florida, by and through its DISTRICT BOARD, hereinafter referred to as the DISTRICT, and Higgins Electric [] 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. 65-0243732 or Social Security number is

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of **power generation**, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The DISTRICT'S representative/liaison during the performance of this Contract shall be Julian Deleon, telephone no. 561-644-2376.

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. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) 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 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
1. Mobilization - Upon completion of mobilization, as described in the proposal set forth in Exhibit "B", CONTRACTOR shall prepare and submit on form approved by DISTRICT'S representative, an invoice containing costs and expenses incurred by CONTRACTOR for mobilization. The Mobilization invoice shall be considered the first progressive invoice and paid pursuant to paragraph C below. All materials stored on site or at 3037 Haverhill Road, when verified by DISTRICT'S representative can be invoiced.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the 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 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 DISTRICT will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the DISTRICT representative. Invoices shall be paid within ten (10) business days of receipt of invoice with retainage being paid within 2 weeks of job completion, following the 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.
- 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 UTILITY DISTRICT BOARD. However, no notice to proceed shall be issued prior to the confirmation of appropriation by the 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

The 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 CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 CONTRACTOR not included in the paragraph above and for which the DISTRICT, its agents, servants 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.

The CONTRACTOR shall defend all actions in the name of the DISTRICT, when applicable. However, the DISTRICT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

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

Each 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 Florida Statutes, Section 112.311. 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 revised accordingly; subject to the DISTRICT'S rights to change, terminate, or stop any or all of the work at any time.

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

...er 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 CONSULTANT 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 city 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,

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 CITY OF RIVIERA BEACH UTILITY DISTRICT BOARD 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:

Julian Deleon
600 W. Blue Heron Blvd
Riviera Beach, Fl 33404

and if sent to the CONTRACTOR shall be mailed to:

Ray Higgins
3037 Haverhill Road N
West Palm Beach, FL 33417-2849

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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.

Permits and all applicable inspections shall be through and performed by the CITY OF RIVIERA BEACH as per the CITY OF RIVIERA BEACH UTILITY DISTRICT DIRECTOR.

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 construction of Dust Control Project and shall be guaranteed by the Manufacturer, if any, for a period of one years from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work for a period of one 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 construct this project.

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. The CONTRACTOR would like to request some sort of security measures provided by a law enforcement entity or service that may be available to the DISTRICT to help in assisting the protection of both the CONTRACTOR'S and DISTRICT'S property through-out the process of this scope of work. All CONTRACTOR'S materials, i.e. wire and equipment will either be completely installed or returned to the CONTRACTOR'S storage facility at 3037 Haverhill Road everyday. The neighborhood is such that valuable wire or job components may be stolen at anytime and company employees will need increased patrolling by local law enforcement to be safe.

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 and 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, Edward Sierra hereby represents to the DISTRICT that he/she 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 or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

n 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 EXHIBIT A. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and EXHIBIT A. To the extent that there exists a conflict between this Contract and EXHIBIT A, 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 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.

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

THE CITY OF RIVIERA BEACH UTILITY DISTRICT

BY: *Shelby L. Lowe*
SHELBY L. LOWE

~~MANAGER~~ UTILITY DISTRICT CHAIRPERSON

ATTEST: *CEW*
BY: *CEW 4/18/07*

CARRIE E. WARD, MMC,
CITY CLERK

HIGGINS ELECTRIC EC0000084

BY: *William Ray Higgins*

William Ray Higgins, Owner

County of: Palm Beach
State of: Florida

NOTARY:

Witness my hand and seal this 2nd day
Of APRIL, 2007
My commission expires August 12, 2007.

Laurie A. Richards
Signature

SEAL



Laurie A. Richards
My Commission DD240546
Expires August 12, 2007

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *P. Ryan* FOR

PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____

EDWARD SIERRA,
EXECUTIVE DIRECTOR OF UTILITIES

DATE: 4-10-07

SUBMIT BID TO:

City of Riviera Beach Office of the City Clerk
 600 W. Blue Heron Blvd., Suite 140
 Riviera Beach, FL 33404
 (561) 845-4180

CITY OF RIVIERA BEACH
 PALM BEACH, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF RIVIERA BEACH. THE CITY OF RIVIERA BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE CITY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the City of Riviera Beach upon debt or contract nor from a defaulter upon obligations to the City of Riviera Beach. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the City within the last three years, unless so noted in the bid documents.

2. TIE BIDS: In case of tie bids, the award will be made in the following preference:

BIDDER WITHIN CITY LIMITS OF RIVIERA BEACH.
 BIDDER WITHIN PALM BEACH COUNTY.
 BIDDER WITHIN THE STATE OF FLORIDA.

3. NO BID: If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."

4. BID WITHDRAWAL: No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

5. BID OPENING: Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Office of the City Clerk and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

BID WILL BE OPENED **February 14, 2007**
 and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE: **PURCHASE OF TURNKEY STAND BY EMERGENCY POWER SYSTEM (GRAMERCY PARK)**

BID NO. **14707**

BUYER: **PIERRE WILSON (561) 845-4180**

DELIVERY DATE

SEE SPECIAL INSTRUCTION
 CASH DISCOUNT TERMS

IF BID EXCEEDS \$50,000,
 PROVIDE BID BOND OR
 CASHIER'S CHECK IN
 THE AMOUNT OF 5% **\$ 11,111.10**

TOTAL BID AMOUNT **\$ 241,110.87**

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER
65 0243732

DUN & BRADSTREET NUMBER
804898310

BIDDER NAME
Higgins Electric

BIDDER MAILING ADDRESS/CITY/STATE/ZIP
**3037 Haverhill Road N
 West Palm Beach, FL 33417-2849**

AREA CODE TELEPHONE NO. CONTACT PERSON
561 684-6400 Ray Higgins

FAX NO. INTERNET ADDRESS
561 684-6653 ray@higginselectrical.com



AUTHORIZED SIGNATURE (original in ink)

William Ray Higgins, Owner

TYPED NAME OF SIGNER TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud, I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

6. **ADDENDA TO BID:** The City reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, the Purchasing Department immediately, prior to Bid opening to allow for review and subsequent clarification on the part of the

7. **ACCEPTANCE / REJECTION OF BIDS:** The City of Riviera Beach reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Riviera Beach also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award to delivery on time contracts of a similar nature or who is not in the position to perform properly under this award. The City of Riviera Beach reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Riviera Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

The Contract will be awarded to the lowest, most responsive and responsible bidder complying with all the provisions of the Invitation to Bid, provided the price is reasonable and it is in the best interest of the City to accept it. The Purchasing Director reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The Purchasing Director also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the bid:

The ability, capacity, and skill of the bidder to perform the service required.

Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.

The quality of performance of previous contracts or services.

The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

The quality, availability, and adaptability of the supplies or services to the particular use required.

The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

Such other information as may be required or obtained.

8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

Vendors doing business with the City are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Procurement Ordinance 2412, Sect. 10-101. Minority owned businesses wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 without receipt of the statement.

In compliance with Florida Statute (Section 287.087) attached form "Drug Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by the City.

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of Riviera Beach for any terms and conditions not specifically stated in the invitation for Bid.

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.

9. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) The Bidders in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) F.O.B. - as specified in Special Instructions to bidder.

(c) **TIE BIDS:** The award on tie bids will be decided by the Director of the Purchasing Department in accordance with the provisions of the Procurement Code.

(d) **TAXES:** City of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest bid cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid valuation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

(g) **ORDERING:** The City of Riviera Beach reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the City of Riviera Beach reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the seller.

10. TERMINATION:

(a) **FUND-OUT:** The City of Riviera Beach City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City may terminate this contract upon thirty (30) days prior written notice to the contractor.

(b) **NON PERFORMANCE:** If, in the opinion of the City of Riviera Beach, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the City reserves the right to cancel the Contract by means of written notification.

(c) **CANCELLATION FOR CONVENIENCE:** The City reserves the right, at its option, to cancel this contract for any or no cause, for City convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the City Purchasing Director, be allowed direct termination expenses and fixed settlement costs which have become firm prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available to the City Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.

11. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by

specifications, or other acceptable means of identifying vendor and purchase order number.

12. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufacturing items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38P-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the City of Riviera Beach Risk Management Division, 600 W. Blue Heron Blvd., Riviera Beach, FL 33404. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute and chronic Health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of over-exposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

13. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS:

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the City of Riviera Beach and such determination shall be final and binding upon all bidders.

Although the City of Riviera Beach provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any delivery will not be accepted and if the item cannot be brought up

to specifications in a reasonable time, the bidder will be required to compensate the City for difference in price entailed in going to the next responsible bidder.

CONTRACTING: If the vendor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with bid response. The City of Riviera Beach reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. The City of Riviera Beach reserves the right to make determination as to the foregoing. Minority/Women Business Enterprise (M/WBE) and Riviera Beach Company, City of Riviera Beach Ordinance 2412 requirements shall have precedence in relation to any subcontracting submittals.

15. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 72 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.

16. **EEO STATEMENT:** The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

17. **BID TABULATION:** Bidders desiring a copy of the bid tabulation of the invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

18. **BID FORMS:** All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

19. **POSTING OF BID TABULATIONS:** Bid tabulations, with recommended awards, will be posted, for review by interested parties, at the Purchasing Department prior to submission through the appropriate approval process, and will remain posted for a period of 72 hours. Failure to file a protest to the Director of Purchasing within the time prescribed in Section 8-101 of the City's Procurement Ordinance 2412 shall constitute a waiver of proceedings under the referenced City ordinance.

20. **MINORITY/WOMEN BUSINESS ENTERPRISE - CITY OF RIVIERA BEACH ORDINANCE #2412:** It is the policy of the City of Riviera Beach that Minority Business Enterprise (M/WBE) shall have the maximum opportunity to participate in the perform projects financed with City funds. Bidders are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made to hire Minority subcontractors, laborers, material men, etc... (See Schedules 1 & 2).

21. **SELECTION PROCESS:** Notwithstanding any other provisions, preference shall be given in the selection process as follows:

(a) If there is a tie in bid amounts between a Riviera Beach company and one from another city, the Riviera Beach Company will be awarded the bid.

(b) If no Riviera Beach Company bids on a contract, preference will be given to Palm Beach County companies, the State of Florida and then out of state.

22. **OTHER QUALIFICATIONS:** The above preference criteria are based on the fact, that the company awarded the contract will have met

all other qualifications necessary to provide the goods/services being bid. The qualifications include, but are not limited to:

- 1 - Experience
- 2 - References
- 3 - Minority Goal Achieved
- 4 - Insurance Requirements
- 5 - Bond (if necessary)
- 6 - The content of the bid

Failure to meet above qualifications and others as required by bid specifications will cause the bid to be rejected.

23. **BIDDERS RESPONSIBILITY:** Each bidder must, before submitting their bid, carefully examine and become familiar with this Invitation to Bid and all of its contents. Ignorance of the bid content and resulting contract will in no way relieve the Contractor of any of the obligations and responsibilities.

24. **PROTEST PROCEDURES:** Protest Procedures are provided in Article 8, Section 8-101 of City of Riviera Beach Procurement Ordinance No. 2412.

Protest must be addressed in writing to the Director of Purchasing, identifying the protestor, the solicitation and the basis for the protest and must be received by the Purchasing Department within six (6) calendar days of the award posting date. The protest is considered filed when it is received by the Purchasing Department.

Failure to file protest as outlined in the City's Procurement Ordinance shall constitute a waiver of proceedings under the City of Riviera Beach Ordinance 2412.

25. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City of Riviera Beach may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated or variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director or the City of Riviera Beach, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.

26. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.

27. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the City.

28. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate

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alteration of the material quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in his letter the specific regulation which required an alternation. The City of Riviera Beach reserves the right to accept any such alteration, including price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

29. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Riviera Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's business.

30. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of the City of Riviera Beach shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and City of Riviera Beach by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

31. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

32. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Purchasing Director.

33. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. Bidder must have a minimum of three years experience with similar projects. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence of evaluation is determined to indicate inability to perform. The Purchasing Director or the City reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the City immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

34. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the Contract. Such order will

contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

35. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

36. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that the City of Riviera Beach is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

37. **ADDITIONAL INFORMATION:** The entire chapter of the City of Riviera Beach Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Department by calling (561) 843-4180. You may also view and/or download the Request For Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Department, telephone directory, How to do Business with the City of Riviera Beach and Vendor Registration on the internet at: www.rivierabch.com

38. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to obtain, at no additional cost to the City, any and all licenses and permits required to complete this contractual service.

A copy of the current licenses and certificate of competency shall be submitted with the bid and must be in the name of the vendor shown on the Bid Proposal.

WARRANTY: The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and for warranty shall become effective on the date of delivery and acceptance by the City. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the bid sheet or enclosed herewith.

TERMS AND CONDITIONS OF AGREEMENT: An example of the agreement to be entered into with the successful bidder is included with this bid as Attachment "A".

EXECUTION OF AGREEMENT: The successful shall, within ten (10) working days after notification of award by the City, enter into a contract with the City on forms as included within the Invitation to Bid documents for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SPECIAL CONDITIONS: Any and all special conditions that may vary from these standard conditions shall have precedence.

<http://www.rivierabch.com>

SCOPE OF WORK:

The City of Riviera Beach Utility District is seeking proposals for a complete integrated turnkey system to consist of: purchase and installation of emergency generator, electrical and mechanical designs, shop drawings, and all required permits. The contractor shall provide all labor, materials, permits and equipment as described in this solicitation including dual fuel generator, automatic transfer switch, all auxiliaries and accessories required for a complete and operable standby backup power system for the city's four (4) raw water wells located in Gramercy Park. The Generator shall be a minimum of 300KW dual fuel (Diesel/Natural Gas) UL approved or equivalent model.

A non-mandatory site inspection will be held **Wednesday, February 7, 2007 at 9:30 a.m.** located at Utility's Conference Room, 600 West Blue Heron Boulevard Riviera Beach, Florida 33404

SPECIFICATIONS
BID NO. 14707

1 - GENERAL

- A. The work to be performed by the Contractor includes: furnishing all materials, labor, tools, equipment, light, power, transportation, superintendence, temporary construction of every nature (if any), and all other services and facilities of nature whatsoever necessary to modify, construct, complete, deliver and place in operation a turnkey standby backup generator system.
- B. Contractor shall provide and install a standby emergency backup generator with a minimum of 300KW, UL approved or equivalent.
- C. The Contractor shall provide and install an 800 Amp automatic transfer switch to the 300kw dual fuel standby emergency backup generator. The generator shall have an aluminum sound attenuated enclosure with a minimum 1,000 gallon sub base fuel tank.
- D. The Contractor shall provide and install a pump delay start up switch to ensure that all four (4) pumps do not start up simultaneously. The power system shall be installed on existing foundation, if foundation is not adequate, the Utility District will make appropriate improvements.
- E. The contractor shall use the City's existing 2000 feet of 4"inch electrical grade conduit to run new wire for power distribution system.
- F. The Contractor shall supply, deliver and properly install any and all materials, fittings, equipments, connections, etc. needed to properly install, operate, and connect new generator to required fuel supply, any and all engineer and customer required controls, any and all electrical connections and equipment, any and all electrical switch gear, any and all new generator electrical incoming and outgoing power demands. This work will meet any and all state, local, county, engineers and manufactures codes and requirements.
- G. The Contractor will properly tie-down the generator as per manufactures shop drawings and as per code.
- H. The Contractor will be responsible to seal from water, animal, and human intrusion any and all openings to interior and or exterior of buildings, pull boxes etc. and or generator equipment pads at the end of each day and at completion of the project.
- I. The Contractor will install a new conduit from the existing junction box to the well control panel and emergency power system.
- J. Grounding connections for below grade and above grade connections shall be Exothermic Welded as manufactured by Caldwell or Equal.
- K. Ground all exposed non-current carrying metal parts of electrical equipment, raceway systems and the neutral of all wiring systems in strict accordance with the N.E.C.

SPECIFICATIONS CONTINUATION

The Contractor shall be responsible to properly repair any damage to asphalt/ concrete pads/ side walks/ roads/ driveways related to this project.

- M. The Contractor shall provide a control wiring for the battery charging circuit.
- N. The installation for the standby emergency backup generator shall be in accordance with the National Electric Codes, Local Codes, and other applicable jurisdiction codes.
- O. The Contractor shall obtain all necessary permits, inspections, and approvals. All work shall be done by a licensed electrician.
- P. The Contractor shall coordinate all work with the Utility Engineer (Julian Deleon).
- Q. The Contractor shall provide sealed Electrical plans for District review and approval prior to acquiring permits for project.
- R. The Contractor will be responsible for permit application preparation, coordination, processing, and procuring with agencies having jurisdiction over the project.
- S. The Contractor after completion will obtain all necessary certifications from permitting agencies to officially certify the project for the Utility District use.
- T. The Contractor shall provide any and all accurate engineering, blue prints, shop drawings, as-built drawings, equipment and material submittals, manuals, warranties, and system operation and maintenance training manuals Utility District Engineer (Julian Deleon) at the end of the project.
- U. Minimum of (2) hours will be budgeted for this system and operation and maintenance training.

RESPONSIBILITIES OF THE CONTRACTOR

Responsibilities of the Contractor include, but shall not be limited to, the following:

Contractor shall provide all labor, tools, supplies, materials, supervision and equipment to install a standby emergency backup generator at the City of Riviera Beach (Gramercy Park) located between Forty Fifth (45) Street and Haverhill Road. Electrical work shall include all necessary preparation work and all necessary cleanup work.

CONTRACTOR shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the CONTRACTOR.

Contractor shall assume full responsibility for damage to City property caused by Contractor's employees or equipment as determined by designated City personnel.

Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

Contractor shall provide competent workers and competent supervision.

Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

Contractor shall perform work without unnecessarily interfering with City activities or other Contractors.

Contractor shall obtain all necessary permits and inspections required for the work to perform and shall pay all charges incidental thereto.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: Any encounter with dangerous conditions or unusual situations shall be reported to the Utility Engineer (Julian Deleon) contact person the day of the discovery.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the installation shall be repaired/replaced within two (2) weeks of date of damage by the CONTRACTOR, at no cost to the City. All incidents of damage by the CONTRACTOR and any discoveries of damage shall be reported to the City Contact Person.

SAMPLES

Contractor shall also provide a written work plan and timeline for the proposed job. The City may either (a) accept the work plan, timeline, or issue the Contractor a purchase order to proceed, (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment in the written estimate. The City reserves the right to either accept such price or to reject it and request a lower price from Contractor. Both parties must be in agreement regarding such price before the City provides authorization to proceed.

Work shall be performed 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise authorized by the Project Manager/Engineer or the Purchasing Department.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

AWARD CRITERIA:

The award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.

FURTHER INFORMATION:

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Pierre Wilson, Interim Senior Procurement Specialist at (561) 845-4180.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with the Utility Engineer (Julian Deleon) before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Utilities Department.

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

INSURANCE REQUIREMENTS:

Prior to commencing any work under a contract, the Contractor shall provide evidence of the following insurance coverage and endorsements.

1. Workers Compensation and Employers Liability coverage applying to all employees for the statutory limits in compliance with applicable State and Federal laws. Coverage must include employer's liability with a minimum limit of \$100,000 each accident.
2. Business Auto Policy, or similar form, shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.
3. Commercial General Liability, or similar form, shall have minimum limits of \$1,000,000 per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed.

A signed Certificate or Certificates of Insurance, evidencing that required insurance have been procured by Contractor in the types and amounts required, shall be submitted to the Purchasing Department.

Except for Workers Compensation and Employers Liability, Certificates of Insurance shall clearly evidence that an endorsement was made to include the City of Riviera, Florida, its agents, employees and elected officials as additional insured. Required insurance shall support Contractor's agreement of indemnity set forth above and shall so state in said certificate. Further, said certificate of insurance shall unequivocally provide for a thirty (30) days written notice to the City prior to any adverse change and/or cancellation or non-renewal of coverage. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage.

In the event that the statutory liability of the City is amended during the term of the contract to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the Contractor that its subcontractors comply with the same insurance requirements referenced above.

INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, 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 City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent b the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description covered by Section 6.1 above which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

PAYMENT/PERFORMANCE BOND:

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount. For any bid excess of \$50,000.00

PERMITS AND FEES:

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements.

SUBCONTRACTING:

After award and prior to start of work the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the Purchasing Director or Purchasing Designee.

CODE REQUIREMENTS:

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

CONDUCT OF EMPLOYEES: All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

SUPERVISION AND INSPECTIONS: The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be assessed. The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

INVOICING:

Contractor shall present an invoice to the City upon completion of each work request. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Contractor, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

Except as may be approved by the Utility Engineer (Julian Deleon), the following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Utility Engineer (Julian Deleon) may be reached at (561) 845-4185.

EQUIPMENT AND PERSONNEL

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

Personnel: All CONTRACTOR employees shall wear appropriate clothing in the performance of a task. All employees shall wear shirts at all times. No tank tops or shirts with offensive slogans shall be worn.

Equipment: All equipment used by the CONTRACTOR shall be equipped with factory safeguards per OSHA requirements. All CONTRACTOR employees shall wear protective clothing as required by the manufacturer in the operation of equipment.

CONTRACT

The Purchasing Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the City standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the Purchasing Director or Purchasing Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Purchasing Director or Purchasing Designee.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

Note: Contractors are required to obtain and maintain active service for the following equipment: fax machine, pager, or cellular phone (see equipment requirements).

CONTRACT AMOUNT

Prices quoted in the bid will be considered firm for each type work to be performed.

PROTECTION OF PROPERTY

The Contractor shall at all time guard against damage or loss to the property of the City of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City of Riviera Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the Utility Engineer once the Utility Engineer has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number.

Contractor shall present an invoice to the City upon completion of each work request. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

BID COST PROPOSAL SHEET

(To Be Completed By the Bidder)

**INVITATION FOR BID (IFB) # 14707
PURCHASE OF TURNKEY STANDBY EMERGENCY BACKUP POWER SYSTEM**

Company: HIGGINS ELECTRIC

Address: 3037 HAVERHILL ROAD, WEST PALM BEACH, FL 33417

Contact: RAY HIGGINS

Phone number: 561 684 6400

The Contractor shall provide all labor, tools, supplies, materials, supervision and equipment as described in this solicitation including dual fuel generator, automatic transfer switch, all auxiliaries and accessories required for a complete and operable standby backup emergency generator. The contractor shall connect (1) 800 amp automatic switch to the 300 KW Dual Fuel standby backup emergency generator on existing foundation. All work shall be completed in accordance with specifications and designs provided by Contractor. Electrical work shall also include all necessary work needed to prepare power system for regular back-up power operation in accordance with manufacturer's specifications including preparation work, systems testing and clean up-work.

STANDBY GENERATOR UNIT:	\$ <u>INCLUDED</u>
ELECTRICAL DESIGN AND ELECTRICAL PLANS:	\$ <u>INCLUDED</u>
INSTALLATION COST:	\$ <u>INCLUDED</u>
MATERIALS AND SUPPLIES:	\$ <u>INCLUDED</u>
TOTAL BASE BID:	\$ <u>222,222.00</u>
PAYMENT AND PERFORMANCE BOND:	\$ <u>18,880.00</u>
TOTAL COST:	\$ <u>241,110.81</u>

BID CHECKLIST

bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following checklist:

- Bidder's Certification Page Signed and Notarized
- Invitation to Bid Cost Proposal, including Unit Price and Total Price completed. Total Amount of Bid entered on Invitation to Bid Cover Sheet.
- Bid Envelope prepared as specified
- It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.

ATTACHMENT "A"

REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

PLAN HOLDER INFORMATION SHEET

WRITTEN QUESTION FORM

BIDDER'S CERTIFICATION

ADDENDUM PAGE

REFERENCES

BID COST PROPOSAL SHEET

BID BOND

CONSTRUCTION BID BOND

DRUG FREE WORKPLACE

PUBLIC ENTITY CRIMES STATEMENT

SCHEDULE 1 - PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

**SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A MINORITY
SUB- CONTRACTOR**

STATEMENT OF NO BID

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Higgins Electric
NAME OF BUSINESS

ray@higginselectrical.com
E-MAIL ADDRESS

BY: Ray Higgins
SIGNATURE

Sworn to and subscribed before me this 1st day of March 2007

William Ray Higgins
PRINTED NAME AND TITLE
3037 Haverhill Road N
MAILING ADDRESS

Laurie A. Richards
SIGNATURE OF NOTARY

West Palm Beach, FL 33417
CITY, STATE, ZIP CODE
(561) 684-0410
TELEPHONE NUMBER
(561) 684-6653
FAX NUMBER

MY COMMISSION EXPIRES: 8/12/07
PERSONALLY KNOWN Known TO
OR PRODUCED
IDENTIFICATION Known TO
TYPE: _____



Laurie A. Richards
My Commission DD240548
Expires August 12, 2007

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. 1 Dated 02/09/2007

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

Higgins Electric
COMPANY

Kay Higgins
SIGNATURE

Owner
TITLE

REFERENCES

user shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Name: <u>Florida Building Products</u>	Name: <u>Lake Harbour Towers</u>
4500 PGA Blvd, Suite 400	801 Lake Shore Drive
Address: <u>Palm Beach Gardens, FL</u>	Address: <u>Lake Park, FL 33403</u>
33418	
Tel. No.: <u>561 625-8396</u>	Tel. No.: <u>561 881-0318</u>
Fax No. <u>561 627-3978</u>	Fax No.: <u>561 881-0318 (same)</u>
Email: <u>chuck.penachio@pulte.com</u>	Email: _____
Contact: <u>Chuck Penachio</u>	Contact: <u>Joann Doll, Property Manager</u>
Name: <u>J.W. Cheatham, LLC</u>	Name: <u>IDC Construction</u>
7396 Westport Place	1000 Churchill Court
Address: <u>West Palm Beach, FL 33413</u>	Address: <u>Woodstock, GA 30188</u>
Tel. No.: <u>(561) 471-4100</u>	Tel. No.: <u>678 213-5251</u>
(561) 471-8348	
Fax No. _____	Fax No.: <u>678 213-1109</u>
Email: _____	Email: <u>nbrown@idcconstruction.com</u>
Contact: <u>John Cheatham, Owner</u>	Contact: <u>Norman Brown, Project Manager</u>

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by William Ray Higgins the
(INDIVIDUAL'S NAME)

owner of Higgins Electric
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

03/01/2007

DATE

CITY OF RIVIERA BEACH

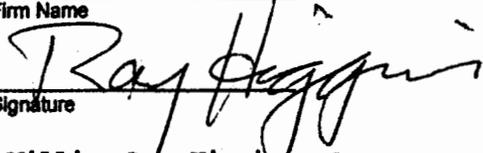
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Higgins Electric

Firm Name



Signature

William Ray Higgins, Owner

Name & Title (Print or Type)

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: _____ BID/RFP NUMBER: _____
 NAME OF PRIME BIDDER: _____ BID OPENING DATE: _____
 CONTACT PERSON: _____ TELEPHONE NO. _____ DEPARTMENT: _____

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CONTRACT AMOUNT - MBE / WBE			
		BLACK	HISPANIC	OTHER	WOMEN
1. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
2. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
5. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL:		\$ _____	\$ _____	\$ _____	\$ _____

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ _____ TOTAL % PARTICIPATION: _____

SCH-1

SCHEDULE 2

BID/RFP NUMBER: _____ LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: _____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

_____ a individual _____ a corporation _____ a partnership _____ a joint venture

_____ The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

as the following price: \$ _____
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

DATE: _____
(NAME OF MINORITY CONTRACTOR)
BY: _____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCH-2

STATEMENT OF NO BID

BID NO. #14707

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach Purchasing Department, 2391 Avenue "L", Riviera Beach, Florida 33404.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Riviera Beach.

COMPANY NAME: _____

MINORITY OWNED BUSINESSES

ADDRESS: _____

() BLACK

TELEPHONE: _____

() HISPANIC

SIGNATURE: _____

() WOMEN

DATE: _____

We the undersigned have declined to bid on your Bid No. _____ for _____ because of the following reasons:

(Service/Commodity)

_____ SPECIFICATIONS TOO "TIGHT", i.e., GEARED TOWARD BRAND OR MANUFACTURER ONLY (EXPLAIN BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

_____ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

_____ UNABLE TO MEET SPECIFICATIONS

_____ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

_____ OTHER (SPECIFY BELOW)

REMARKS:

STATE OF FLORIDA



In compliance with the laws of the State of Florida,
The Florida Electrical Contractors Licensing Board
has issued this

Certificate of Competency

to WILLIAM RAY HIGGINS Registered No. 84
Subject to the annual renewal certificate issued by the
Florida Electrical Contractors Licensing Board

Dated APRIL 6, 19 72

David R. Borden
CHAIRMAN

James R. Ward
SECRETARY

GOVERNOR



AC# 2624442

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L06062100981

DATE	BATCH NUMBER	LICENSE NBR
06/21/2006	058087458	060000084

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2008

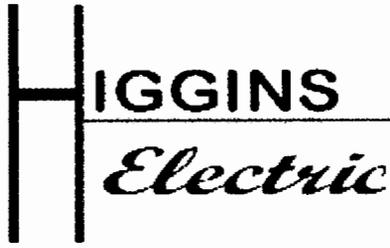
HIGGINS, WILLIAM R
HIGGINS ELECTRIC
3037 HAVERHILL RD N
WEST PALM BCH

FL 33417-2849

JEB BUSH
GOVERNOR

SIMONE MARSTILLER
SECRETARY

DISPLAY AS REQUIRED BY LAW



Design, & Installation

3037 Haverhill Rd., WPB, FL 33417-2849

(561) 684-6400

Proposal

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL. 33404

RB010907-1
Date March 1, 2007

ATT: Pierre Wilson
Purchasing Department

Higgins Electric is pleased to provide you with this proposal to supply equipment, labor and materials required to install your back up power systems for your water wells 861, 862, 921 and 922

Scope of Work:

- **Furnish and install** One New, JD 100 S & One New P 210 C Onis Visa Diesel Generators, Both with sound attenuated housings.
 - **Furnish and install** 1 New 500 Gal Sub-base diesel fuel tank
 - **Furnish and install** 1 New 1000 Gal Sub-base diesel fuel tank
 - **Furnish and install** 4 New 100 amp Automatic Transfer Switches
 - **Permits and plans by Higgins Electric as approved by governing authority.**
 - **Furnish and install** (4) 100a, 277/480, 3-phase, N3R service entrance rated transfer switch.
 - **Furnish and install** (1) 2" conduits w/ (4) #2 thhn, & (1) #4thhn copper conductors from the new generator to the new 100 Amp transfer switch. Also furnish 3/4" PVC, one for the control wires
- Generators to be installed on customer supplied concrete slabs.**

Total: \$222,222.00

The generators consist of the following features:

- Synchronous alternator, sized for motor starting, wired for 277/480v, 3- phase, 60Hz
- Electronic governor with a 0.5% steady state frequency regulation.
- Automatic shutdown for:
 - High coolant temperature, low coolant level, low oil pressure and overspeed
- Crank limiter
- Factory installed cool flow radiator
- UL mainline circuit breaker
- Premium galvanized weather protective enclosure w/ critical grade muffler and a baked, powder coat finish
- Battery charger installed
- Battery charging alternator
- Battery cables
- Battery Tray

- Solenoid activated starter motor
- Air cleaner and oil filter with internal by-pass
- Oil and anti-freeze
- Oil and radiator drain extensions
- Vibration isolators between engine/alternator and base frame
- Standard flex exhaust
- One (1) year standard warranty

Schedule:

All work will be scheduled in accordance with manufacturer deliveries and local municipality permitting requirements.

Notes:

1. Conduit along roadway to be installed by customer.
2. Conduit from water well to roadway to be installed by Higgins Electric.
3. This proposal is our interpretation of your requirements, and includes only the items listed. Should there be other requirements or specifications, we will re-quote accordingly.
4. Seller reserves the privilege of charging extra upon receipt of any additional written or verbal job change orders. This includes any additional work required by governing authority that causes additional cost, including additional specifications, drawings and zoning modifications.
5. Upon acceptance of proposal, customer will provide most recent survey of property which is needed for electrical permit. We will need (3) copies or your permission to duplicate original.
6. Freight FOB West Palm Beach, FL Units will be delivered and installed at your location.
7. Maintenance contracts are additional and available upon request. Proof of regularly scheduled maintenance, per manufacturer's recommendations, is necessary for us to bill manufactures warranty department successfully.
8. We will be as careful as we can with the landscaping and sod. However, homeowner will be responsible for any landscape expenses. We will work closely with your landscapers.

Payment Terms:

Due upon mutually agreed progressive draws.

Higgins Electric appreciates the opportunity to submit this proposal for your consideration and review. Please do not hesitate to contact me if you have any questions.

By: **HIGGINS ELECTRIC**

Ray Higgins
President

Accepted this _____ day of _____ 2007

By: _____ Print Name: _____

For Industrial generator products, pricing includes start-up, service and initial equipment testing - all performed on site by **Factory Authorized Generac** servicing dealer. Site must be easily accessible and within 100 miles driving distance from the Generac dealer.

IGGINS Electric
 3037 HAVENHILL RD.
 WEST PALM BEACH, FL 33409
 (561) 864-0410
 (561) 864-0433 fax

DATE: 1/25/07
 PROJECT: NTS

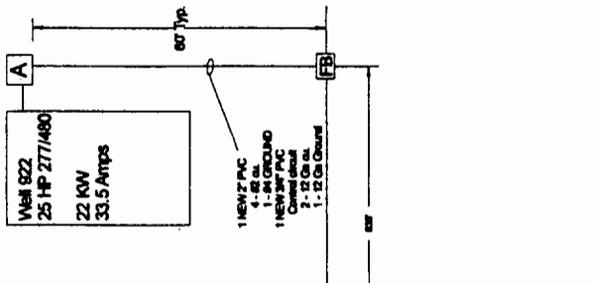
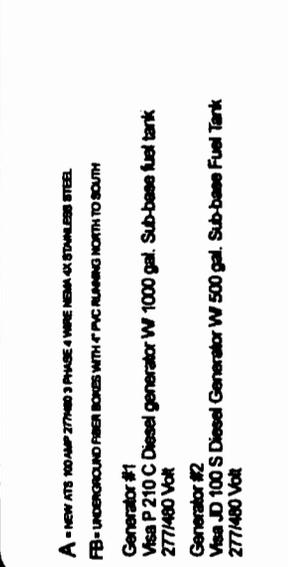
E1
 1/25/07
 NTS

GENERATOR 1 LOAD SUMMARY			
LOAD	KW	SWA/SCW	AMPS
WELL #82	34	232	57
WELL #21	42	286	68
SEQUENCE TOTAL	76	518	125
TOTAL LOAD	75	506	119

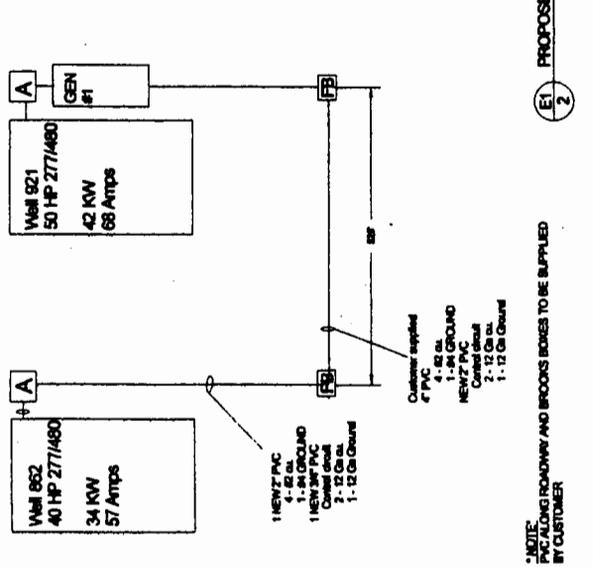
GENERATOR 2 LOAD SUMMARY			
LOAD	KW	SWA/SCW	AMPS
WELL #81	34	228	53
WELL #22	22	152	46
SEQUENCE TOTAL	56	370	99
TOTAL LOAD	56	370	99

Generator #1
 Visa P 210 C Diesel generator W 1000 gal. Sub-base fuel tank
 277/480 Volt

Generator #2
 Visa JD 100 S Diesel Generator W 500 gal. Sub-base Fuel Tank
 277/480 Volt



Generator #2
 Visa JD 100 S Diesel Generator W 500 gal. Sub-base Fuel Tank
 277/480 Volt



E1 PROPOSED INSTALLATION DRAWING
 2 N.T.S

*NOTE: WIRING ROUGHING AND BROOKS BOXES TO BE SUPPLIED BY CUSTOMER

RESOLUTION NO. 14-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, NOT ADOPTING THE 2006 RATE INCREASE OF 2.74% PRICE INDEX FOR UTILITY RATES, FEES, AND CHARGES OF THE UTILITY SPECIAL DISTRICT AS CALCULATED AND DETERMINED BY THE FLORIDA PUBLIC SERVICE COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.03 Adoption of Rates, Fees or Other Charges (E) of the Charter adopted for the Utility Special District specifies the following:

"The rates, fees and charges of the Utility Special District shall be automatically increased without further action of the District Board based upon the application of the Florida Public Service Commission utility price indices, as established from time to time by the Florida Public Service Commission pursuant to Florida Statute section 367.0871 (4)(a), as amended, to the then existing rates, fees and charges of the District. Prior to application of this automatic cost escalation provision, the District Utility Director shall submit to the Board at a Board meeting a report detailing the amount of the escalation and the new rates revised. Unless the Board votes to withhold the automatic cost escalation, the District's rates, fees and charges tariff shall be adjusted pursuant to this section as required effective as of the first billing cycle after the Board's meeting".

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

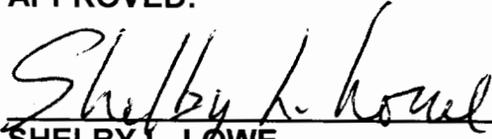
SECTION 1. The Utilities Director has submitted a report to the District Board detailing the amount of escalation and new rates, attached hereto as Exhibit A.

SECTION 2. Pursuant to Section 4.03 of the District Charter, the Utility Special District does not adopt the State of Florida Public Service Commission's 2.74% 2006 Price Index calculations for the utility rates, fees, and charges as set forth on the Public Service Commission Order establishing the rate.

SECTION 3. This Resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this 18TH day of APRIL, 2007.

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

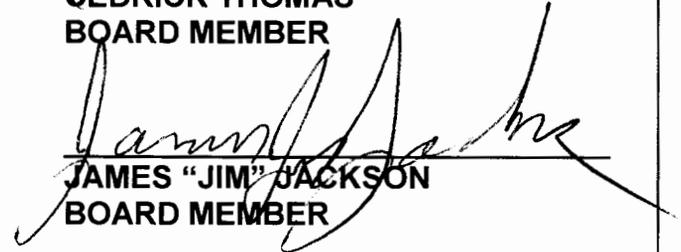

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-10-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE CONTRACT AWARD WITH SUNSTATE METERS AND SUPPLY, INC., OF NEWBERRY, FLORIDA, THE LOWEST BIDDER; FOR THE PURPOSE OF PURCHASING NEPTUNE RADIO-READ WATER METERS AND ANCILLARY EQUIPMENT AS NEEDED, IN THE AMOUNT OF \$2,500,000.00; APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY \$1,100,055.00 FROM ACCOUNT NO. 415-1430-533-0-6558; AND APPROVING AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$1,399,945.00 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 413-1417-536-0-5999 INTO THE UTILITY DISTRICT CAPITAL-PLANT (WATER) ACCOUNT NO. 413-1437-533-0-6558; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1437-533-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the primary purpose of this purchase is to convert all meters in the City to this state-of-the-art radio-read water metering system. The new system improves efficiency and effectiveness. There will no charge to customers for this conversion. Another benefit of the conversion is that all customers will be accurately charged for the water they consume; and

WHEREAS, the City solicited bids for the purchase of radio read meters and received bids from eight (8) vendors. A selection committee was formed consisting of an Assistant City Manager, Purchasing Director, Utility Director, Finance Director, and Utility Engineer. The committee met to review all of the submittals and ultimately short listed three (3) vendors for formal presentation and further consideration; and

WHEREAS, on February 15, 2007, three (3) short-listed firms were invited to give oral presentation and product demonstrations before the evaluation committee. The firms consisted of: (1) Sunstate Meters and Supply, Inc., (2) National Waterworks; and (3) AMCO. Accordingly, it was the majority consensus of the evaluation committee that Sunstate Meter and Supply, Inc., of Newberry, Florida, be recommended to the District Board to provide radio-read meters and ancillary equipment as needed, for the Utility District water distribution operation.

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

SECTION 1: That the District Board hereby accepts the proposed contract in the amount of \$2,500,000.00 from Sunstate Meters and Supply, Inc. for the purchase radio-read meters and ancillary equipment as needed; and that the Board Chairperson and District Clerk are hereby authorized to execute a contract between Sunstate Meters and Supply, Inc., and the City of Riviera Beach Utility Special District, in the

RESOLUTION NO. 15-07UD

PAGE 2

total amount of \$2,500,000.00, for the purchase radio-read meters and ancillary equipment as needed.

SECTION 2: That the Board hereby authorizes the Interim District Finance Director pay \$1,100,055.00 from Account Number 415-1430-533-0-6558; approving and authorizing the Interim District Finance Director to transfer funds, in the amount of \$1,399,945.00, from the Utility District Contingency Account No. 413-1417-536-0-5999; into the Utility District's CAP-Plant (Water) Account No. 413-1437-533-0-6558.

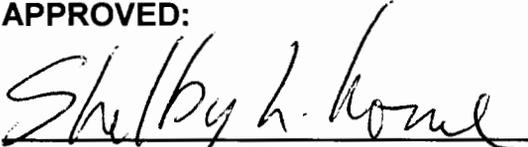
SECTION 3: That the Interim District Finance Director is authorized to make payment for same from Account Numbers 415-1430-533-0-6558 and 413-1417-536-0-5999, in the total amount of \$2,500,000.00.

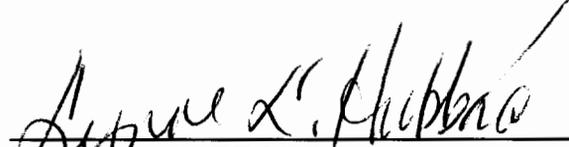
SECTION 4: That the District Director is authorized to approve Change Orders in an amount not to exceed ten percent (10%) of the contract amount.

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

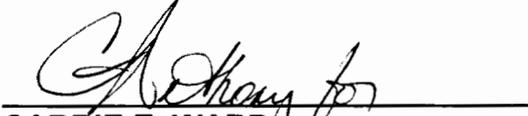
PASSED AND APPROVED THIS 16th **day of** May, **2007.**

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

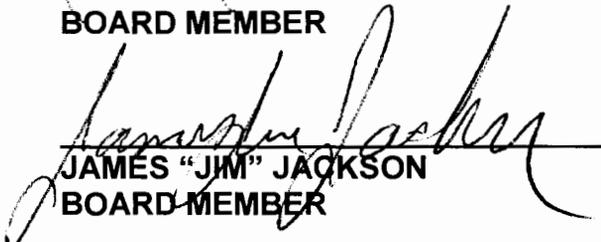

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: N. Duncombe

SECONDED BY: J. Jackson

S. LOWE aye

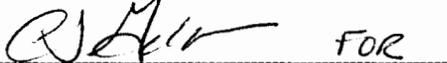
L. HUBBARD nay

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR
PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 5-9-07

**MATERIALS CONTRACT
SUNSTATE METER & SUPPLY, INC.**

THIS AGREEMENT made and entered into this 16th day of **May, 2007** by and between **SUNSTATE METER & SUPPLY, INC.**, hereinafter referred to as "**Independent Contractor**," whose mailing address is **14001 WEST NEWBERRY ROAD, NEWBERRY, FL 32669**; and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA**, a municipal corporation, hereinafter referred to as "**District**," whose address is **600 WEST BLUE HERON BOULEVARD, RIVIERA BEACH, FL 33404**.

WHEREAS, The City of Riviera Beach Utility Special District posted an RFP, to wit, **RFP No. 11305**, hereinafter the "**RFP**" for the purchase of Neptune Radio-Read Water Meters ("**Radio-Read Meters**") the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the District desires to enter into an agreement with the Independent Contractor.

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 Bid.
2. To the extent that there exists 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. That the District does hereby retain the services of the Independent Contractor for the purpose of purchasing Neptune Radio-Read Water Meters for the District, in the amount of Two Million Five Hundred Thousand Dollars & No/100 (\$2,500,000.00).
4. All materials to be purchased under the terms of this Agreement shall be delivered to the District no later than thirty (30) days after receipt of official notice to supply such materials, the timely delivery of said materials being essential conditions of this Agreement.
5. If the materials are not timely furnished according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the District, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full delivery of all materials, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Section 16, herein.
6. The District agrees to compensate the Independent Contractor in accordance with the fee proposal as set forth in Exhibit "A". The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these materials. The District shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District in pursuance of the scope of work contained in 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 furnishing of materials pursuant to the terms of this Agreement from any federal, state, regional, county, or District agency.

8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to provide the materials as set forth in 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 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, nor is the Independent Contractor authorized to use the District's Tax Exemption Number in securing such materials.

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 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.

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

16. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the District shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the District, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the District's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the District or its employees, or by any other contractor employed by the District, or by changes ordered by the District or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the

Independent Contractor's control, then the time of completion shall be extended for any reasonable time the District may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

17. 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.

18. The District reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the District's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this 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.

19. 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 Executive Director for the Utility Special District.

20. Unless the warranty/guaranty in Independent Contractor's response to the RFP is for a longer period of time, all materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be under warranty and guaranteed by the Independent Contractor for a period of one (1) year from the date of final acceptance thereof by the District against defects in design, workmanship, or materials. Upon receipt of notice from the District of failure or defect of any part covered under such warranty/guaranty period, including warranty/guaranty as indicated in the Independent Contractor's Response to the RFP, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the District. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the District, the District may accomplish the work and/or replace the materials at the expense of the Independent Contractor.

21. The Independent Contractor shall continuously maintain adequate protection of all materials from damage, and shall protect such materials and the District's property from injury or loss arising during the term of the Agreement.

22. Until acceptance of the materials by the District, said materials shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to such by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work and/or damage occasioned by any of the above causes before its acceptance by the District.

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

ORIGINAL

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

SUNSTATE METER AND SUPPLY, INC.

BY: *Shelby L. Lowe*
SHELBY L. LOWE, CHAIRPERSON
DISTRICT BOARD OF DIRECTORS

BY: *Keith Ellenburg*
KEITH ELLENBURG
GENERAL MANAGER

ATTEST:

CARRIE E. WARD, MMC
DISTRICT CLERK

(SEAL)

BY: *Carrie E. Ward*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: *Pamala H. Ryan* FOR
PAMALA H. RYAN
DISTRICT ATTORNEY

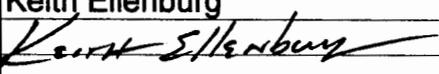
BY: _____
DR. EDWARD E. SIERRA
DISTRICT DIRECTOR

DATE: 5/9/07

DATE: _____

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry, FL 32669

ORIGINAL

Riviera Beach Pricing 2007	RFP 11305 Exhibit "A"	
5/8"x3/4"R-900i Complete	\$	180.00
1"	\$	248.50
1.5"	\$	362.75
2"	\$	400.80
2" TruFlo Compound R-900i	\$	1,469.00
3"	\$	1,738.00
4"	\$	2,247.00
6"	\$	3,159.00
NeptuneE-Coder R900i less Meter and	\$	159.00
2" Strainer	\$	206.25
3"	\$	400.00
4"	\$	475.00
6"	\$	981.25
4" Protectus III Fireline Meter R-900i	\$	4,856.00
6"	\$	6,890.00
8"	\$	8,647.00
10"	\$	11,800.00
CE5320X Hand Held	\$	4,972.50
Cradle	\$	700.00
Mobile Data collector MRX920	\$	28,000.00
TRX920	\$	10,000.00
Equinox Software	\$	2,650.00
Training	\$	2,500.00
Additional software seat	\$	250.00
System Maint MrX920	\$	4,000.00
system Maint TRX920	\$	1,000.00
System Maint Hand Held CE5320X	\$	665.00
system Maint Equinox software	\$	675.00
RFP 11305 Exhibit "A"		
Sunstate Meter and Supply, Inc.		
Newberry, FL 32669		
Keith Ellenburg		
		
General Manager 4120 107		

Sunstate Meter & Supply, Inc.
 14001 W. Newberry Road
 Newberry, FL 32669

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/07

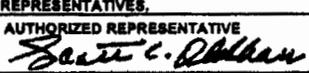
PRODUCER f FL Inc. - Gainesville ewberry Road, Ste. 100 Gainesville, FL 32635-7400 352 378-2511	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Synstate Meter & Supply Co., Inc. 14001 W. Newberry Road Newberry, FL 32669	INSURER A: Cincinnati Insurance Co	10677
	INSURER B: Continental Casualty	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP1635634	01/01/07	01/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BOP1635634	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	BOP1635634	01/01/07	01/01/08	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC211566435	09/21/06	09/21/07	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Riviera Beach Utility 600 West Heron Blvd Riviera Beach, FL 33404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
Meters:									
New Meter with Encoder Register and AMR module unit									
5/8" & 3/4"	11,000	\$143.95	\$1,583,450.00	11,000	\$211.79	\$2,329,690.00	11,000	\$160.00	\$1,760,000.00
1"	500	169.95	\$84,975.00	500	261.39	\$130,695.00	500	\$ 228.50	\$114,250.00
1 1/2"	300	\$ 249.00	\$74,700.00	300	430.00	\$129,000.00	300	\$ 342.75	\$102,825.00
2"	300	\$ 310.00	\$93,000.00	300	544.44	\$163,332.00	300	\$ 398.80	\$119,640.00
TOTAL			\$1,836,125.00			\$2,752,717.00			\$2,096,715.00
Add cost to replace existing radio meters incompatible with new radio read MDCU									
5/8" & 3/4"	2000	\$143.95	\$287,900.00	2000	211.79	\$423,580.00	N/A	160	0
Deduction/Credit for Trade-In	2000	0	\$0.00	2000	-22.88	-\$45,760.00	N/A	0	0
TOTAL PURCHASE COST			\$2,124,025.00			\$3,130,537.00			\$2,096,715.00

COMPOUND METERS:

A complete unit shall consist of a meter, one or two encoders programmed high and low, and one pit or wall MIU

2"	20	\$ 1,150.00	\$23,000.00	20	\$ 1,311.11	\$26,222.20	20	\$ 988.00	\$19,760.00
3"	10	\$ 1,250.00	\$12,500.00	10	\$ 1,633.33	\$16,333.30	10	\$ 1,240.00	\$12,400.00
4"	10	\$ 1,525.00	\$15,250.00	10	\$ 2,595.56	\$25,955.60	10	\$ 1,507.00	\$15,070.00
6"	5	\$ 2,200.00	\$11,000.00	5	\$ 4,477.78	\$22,388.90	5	\$ 2,841.00	\$14,205.00
TOTAL			\$61,750.00			\$90,900.00			\$61,435.00

Radio Modules for Retrofits

2"	20	\$ 150.00	\$3,000.00	20	\$ 120.00	\$2,400.00	20	\$ 209.00	\$4,180.00
3"	10	\$ 150.00	\$1,500.00	10	\$ 120.00	\$1,200.00	10	\$ 209.00	\$2,090.00
4"	10	\$ 150.00	\$1,500.00	10	\$ 120.00	\$1,200.00	10	\$ 209.00	\$2,090.00
6"	5	\$ 150.00	\$750.00	5	\$ 120.00	\$600.00	5	\$ 209.00	\$1,045.00
TOTAL			\$6,750.00			\$5,400.00			\$9,405.00

Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
STRAINERS:									
2"	20	\$ 141.00	\$2,820.00	20	\$ 204.35	\$4,087.00	20		
3"	10	\$ 225.00	\$2,250.00	10	\$ 259.05	\$2,590.50	10	140	\$2,800.00
4"	10	\$ 349.00	\$3,490.00	10	\$ 399.19	\$3,991.90	10	323	\$3,230.00
6"	5	\$ 525.00	\$2,625.00	5	\$ 504.48	\$2,522.40	5	420	\$4,200.00
			\$11,185.00			\$13,191.80		570	\$2,650.00
									\$13,080.00
FIRE SERVICE									
COMPOUND METERS									
4"	20	\$ 3,395.00	\$67,900.00	20	4,742.78	\$94,855.60	20	3983	\$79,660.00
6"	10	\$ 4,750.00	\$47,500.00	10	6929.44	\$69,294.40	10	5095	\$50,957
8"	10	\$ 6,650.00	\$66,500.00	10	9482.78	\$94,827.80	10	6280	\$62,800.00
10"	5	\$ 8,250.00	\$41,250.00	5	12796.11	\$63,980.55	5	9666	\$48,330.00
			\$223,150.00			\$322,958.35			\$241,740.00
MECHANICAL									
ABSOLUTE ENCODERS									
5/8"-2"	20	\$ 50.00	\$1,000.00	20	52.07	\$1,041.40	20	\$ 55.00	\$1,100.00
3"-10"	10	\$ 100.00	\$1,000.00	10	98.61	\$986.10	10	\$ 55.00	\$550.00
			\$2,000.00			\$2,027.50			\$1,650.00
UP-GRADE COST									
	20	\$ 50.00	\$1,000.00	20	\$ 52.07	\$1,041.40	20	\$ 20.00	\$400.00
	10	\$ 100.00	\$1,000.00	10	\$ 197.22	\$1,972.20	10	\$ 20.00	\$200.00
			\$2,000.00			\$3,013.60			\$600.00
HAND HELD									
INTERROGATION UNIT									
	1	\$ 4,225.00	\$4,225.00	1	\$ 4,796.67	\$4,796.67	1	\$ 4,972.50	\$4,972.50
MOBILE DATA									
COLLECTION UNIT									
	1	\$ 30,165.00	\$30,165.00	1	\$ 21,210.00	\$21,210.00	1	\$ 28,200.00	\$28,200.00
ROUTE SOFTWARE									
	1	\$ 4,300.00	\$4,300.00	1	\$ 4,881.11	\$4,881.11	1	\$ 2,500.00	\$2,500.00
ANNUAL MAINTENANCE									
YEARS 1-4									
	1	\$ 9,184.00	\$9,184.00	1	\$ 22,825.40	\$22,825.40	1	\$ 2,700.00	\$2,700.00
									\$2,462,997.50
TOTAL PURCHASE COST			\$2,478,734.00	\$3,621,741.43			\$2,462,997.50		

RADIO READ METER PURCHASE ANALYSIS: TOTAL COST OF OWNERSHIP

Description	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost	Quantity	Unit Price	Total Cost
Meters:									
New Meter with Encoder Register and AMR module unit									
5/8" & 3/4"	11,000	\$143.95	\$1,583,450.00	11,000	\$211.79	\$2,329,690.00	11,000	\$160.00	\$1,760,000.00
1"	500	169.95	\$84,975.00	500	261.39	\$130,695.00	500	228.50	\$114,250.00
1 1/2"	300	\$ 249.00	\$74,700.00	300	\$ 430.00	\$129,000.00	300	342.75	\$102,825.00
2"	300	\$ 310.00	\$93,000.00	300	544.44	\$163,332.00	300	\$ 398.80	\$119,640.00
TOTAL			\$1,836,125.00			\$2,752,717.00			\$2,096,715.00
Add cost to replace existing radio meters incompatible with new radio read MDCU									
5/8" & 3/4"	2000	\$143.95	\$287,900.00	2000	\$ 211.79	\$423,580.00	N/A	160	0
Deduction/Credit for Trade-In	2000	0	\$0.00	2000	-22.88	-\$45,760.00	N/A	0	0
TOTAL PURCHASE COST			\$2,124,025.00			\$3,130,537.00			\$2,096,715.00
COMPOUND METERS:									
A complete unit shall consist of a meter, one or two encoders programmed high and low, and one pit or wall MIU									
2"	20	\$ 1,150.00	\$23,000.00	20	\$ 1,311.11	\$26,222.20	20	\$ 988.00	\$19,760.00
3"	10	\$ 1,250.00	\$12,500.00	10	\$ 1,633.33	\$16,333.30	10	\$ 1,240.00	\$12,400.00
4"	10	\$ 1,525.00	\$15,250.00	10	\$ 2,595.56	\$25,955.60	10	\$ 1,507.00	\$15,070.00
6"	5	\$ 2,200.00	\$11,000.00	5	\$ 4,477.78	\$22,388.90	5	\$ 2,841.00	\$14,205.00
TOTAL			\$61,750.00			\$90,900.00			\$61,435.00
Radio Modules for Retrofits									
2"	20	\$ 150.00	\$3,000.00	20	\$ 120.00	\$2,400.00	20	\$ 209.00	\$4,180.00
3"	10	\$ 150.00	\$1,500.00	10	\$ 120.00	\$1,200.00	10	\$ 209.00	\$2,090.00
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6"	5	\$ 150.00	\$750.00	5	\$ 120.00	\$600.00	5	\$ 209.00	\$1,045.00
TOTAL			\$6,750.00			\$5,400.00			\$9,405.00

RADIO READ METER PURCHASE ANALYSIS: TOTAL COST OF OWNERSHIP

STRAINERS:									
2"	20 \$	141.00	\$2,820.00	20 \$	204.35	\$4,087.00	20	140	\$2,800.00
3"	10 \$	225.00	\$2,250.00	10 \$	259.05	\$2,590.50	10	323	\$3,230.00
4"	10 \$	349.00	\$3,490.00	10 \$	399.19	\$3,991.90	10	420	\$4,200.00
6"	5 \$	525.00	\$2,625.00	5 \$	504.48	\$2,522.40	5	570	\$2,850.00
			<u>\$11,185.00</u>			<u>\$13,191.80</u>			<u>\$13,080.00</u>
FIRE SERVICE COMPOUND METERS									
4"	20 \$	3,395.00	\$67,900.00	20	4,742.78	\$94,855.60	20	3983	\$79,660.00
6"	10 \$	4,750.00	\$47,500.00	10	6929.44	\$69,294.40	10	5095	\$50,950.00
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10"	5 \$	8,250.00	\$41,250.00	5	12796.11	\$63,980.55	5	9666	\$48,330.00
			<u>\$223,150.00</u>			<u>\$322,958.35</u>			<u>\$241,740.00</u>
MECHANICAL ABSOLUTE ENCODERS									
5/8" -2"	20 \$	50.00	\$1,000.00	20	52.07	\$1,041.40	20 \$	55.00	\$1,100.00
3"-10"	10 \$	100.00	\$1,000.00	10	98.61	\$986.10	10 \$	55.00	\$550.00
			<u>\$2,000.00</u>			<u>\$2,027.50</u>			<u>\$1,650.00</u>
UP-GRADE COST									
	20 \$	50.00	\$1,000.00	20 \$	52.07	\$1,041.40	20 \$	20.00	\$400.00
	10 \$	100.00	\$1,000.00	10 \$	197.22	\$1,972.20	10 \$	20.00	\$200.00
			<u>\$2,000.00</u>			<u>\$3,013.60</u>			<u>\$600.00</u>
HAND HELD INTERROGATION UNIT									
	1	4,225.00	\$4,225.00	1 \$	4,796.67	\$4,796.67	1 \$	4,972.50	\$4,972.50
MOBILE DATA COLLECTION UNIT									
	1 \$	30,165.00	\$30,165.00	1 \$	21,210.00	\$21,210.00	1	28,200.00	\$28,200.00
ROUTE SOFTWARE									
	1 \$	4,300.00	\$4,300.00	1	4881.11	\$4,881.11	1 \$	2,500.00	\$2,500.00
ANNUAL MAINTENANCE YEARS 1 -4									
	1 \$	9,184.00	\$9,184.00	1 \$	22,825.40	\$22,825.40	1	\$2,700.00	\$2,700.00
TOTAL PURCHASE COST									
			<u>\$2,478,734.00</u>			<u>\$3,621,741.43</u>			<u>\$2,462,997.50</u>

RESOLUTION NO. 16-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE CONTRACT AWARD WITH VANGUARD UTILITY SERVICES, INC., OF OWENSBORO, KENTUCKY, THE LOWEST BIDDER, FOR THE INSTALLATION OF THE NEPTUNE RADIO-READ WATER METERS THROUGHOUT THE ENTIRE CITY OF RIVIERA BEACH; IN THE AMOUNT OF \$372,200.00 PLUS 8% CONTINGENCY, FOR A TOTAL OF \$401,976.00; APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$401,976.00 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 INTO THE UTILITY DISTRICT CAPITAL-PLANT (WATER) ACCOUNT NO. 412-1430-533-0-6559; AND AUTHORIZING THE FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1430-533-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility District commenced installation of a radio read meter system in 2003. To date, approximately 3,000 meters have been installed, mostly in new development areas. These meters have performed flawlessly and thus we want to extend this state-of-the-art technology to the entire City by converting and installing all meters to this new system; and

WHEREAS, to accomplish this conversion, the Utility District, through the Purchasing Department, advertised a standard set of specifications to install new meters throughout the entire city. Four (4) companies responded to our standard specifications:

Line-Tec, Inc.	\$425,700
Thielsch Engineering	\$447,765
National Metering Services	\$529,650
Vanguard Utility Services	\$372,200; and

WHEREAS, Vanguard Utility Services, Inc., submitted the lowest responsive bid, for the installation of the Neptune Radio-Read Meters project.

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

SECTION 1: That the District Board hereby accepts the proposed contract in the amount of \$372,200.00 from Vanguard Utility Services, Inc., plus an additional 8% contingency, for a total amount of \$401,976.00; and that the Board Chairperson and District Clerk are hereby authorized to execute a contract between Vanguard Utility Services, Inc., and the City of Riviera Beach Utility Special District, in the total amount of \$401,976.00, for the installation of radio-read meters.

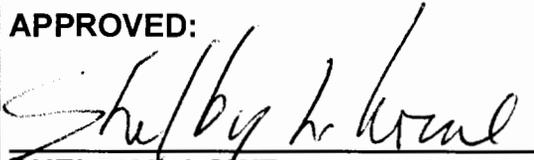
SECTION 2: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$401,976.00, from the Utility District Contingency Account No. 412-1417-536-0-5999; into the Utility District's CAP-Plant (Water) Account No. 412-1437-533-0-6559.

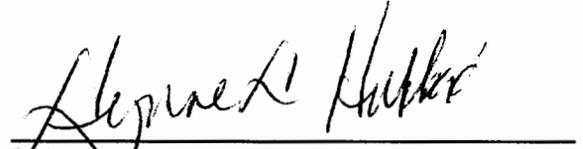
SECTION 3: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1437-533-0-6559, in the amount of \$401,976.00.

SECTION 4: That the District Director is authorized to approve Change Orders in an amount not to exceed eight percent (8 %) of the contract amount.

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

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

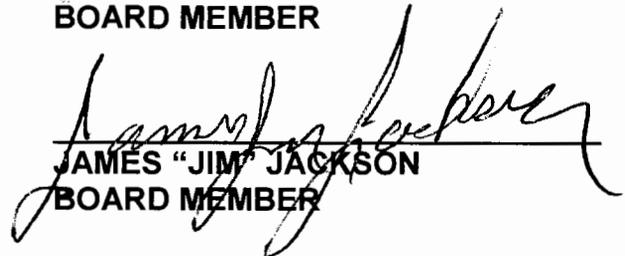

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. Jackson

SECONDED BY: N. Duncombe

S. LOWE aye

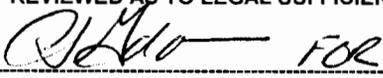
L. HUBBARD nay

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR
PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 5-9-2007

MATERIALS AND/OR SERVICES CONTRACT

VANGUARD UTILITY SERVICES, INC.

THIS AGREEMENT made and entered into this 16th day of May, 2007 by and between Vanguard Utility Services, Inc., hereinafter referred to as "Independent Contractor," whose mailing address is 233 West 9th Street, Suite 204, Owensboro, KY 42303 and the City of Riviera Beach Utility Special District, Palm Beach County, Florida, a municipal corporation, hereinafter referred to as "District," whose address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404.

WHEREAS, the District posted an Invitation to Bid, to wit, Bid No. 10905, hereinafter the "Bid" for the installation of new Neptune Radio-Read Water Meters ("Radio-Read Meters") the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the District desires to enter into an Agreement with the Independent Contractor.

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 Bid.
2. To the extent that there exists 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. That the District does hereby retain the services of the Independent Contractor for the purpose of the removal of old water meters and installation of new Neptune Radio Read Water Meters, as outlined in the bid documents labeled Exhibit "A" in the amount of Three Hundred Seventy-Two Thousand, Two Hundred Dollars & No/100 (\$372,200.00), plus 8% contingency; as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within thirty (30) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within thirty (30) weeks from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Agreement. [All materials to be purchased under the terms of this Agreement shall be delivered to the District no later than thirty (30) days after receipt of official notice to supply such materials, the timely deliver of said materials being essential conditions of this Agreement.]
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the District, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The District agrees to compensate the Independent Contractor in accordance with the fee proposal set as 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 in pursuance of the scope of work contained 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 District 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 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 the 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, nor is the Independent Contractor authorized to use the District's Tax Exemption Number in securing such materials.

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

17. All insurance, other than Professional Liability and Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

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

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

20. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the District shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the District, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the District's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the District or its employees, or by any other contractor employed by the District, or by changes ordered by the District or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the District may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

21. 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.

22. The District reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the District's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this 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.

23. 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 Executive Director of the Utility Special District.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of final acceptance thereof by the District against defects in design, workmanship, or materials. Upon receipt of notice from the District of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the District. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the District, the District may accomplish the work and/or replace the materials at the expense of the Independent Contractor.

25. The Independent Contractor shall continuously maintain adequate protection of all materials from damage, and shall protect such materials and the District's property from injury or loss arising during the term of the Agreement.

26. Until acceptance of the materials by the District, said materials shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to such by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work and/or damage occasioned by any of the above causes before its acceptance by the District.

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

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

29. 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.

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

31. 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 DISTRICT OF RIVIERA BEACH

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

DISTRICT OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

VANGUARD UTILITY SERVICES, INC.

BY: 
SHELBY L. LOVE
DISTRICT BOARD CHAIRPERSON

BY: 
ROBERT E. BATES
CHIEF EXECUTIVE OFFICER (CEO)

ATTEST:

CARRIE E. WARD, MMC
DISTRICT CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY:  FOR
PAMALA H. RYAN
DISTRICT ATTORNEY

BY: 
DR. EDWARD E. SIERRA
EXECUTIVE DIRECTOR OF UTILITIES

DATE: 5/14/2007

DATE: 5.16.07

EXHIBIT 'A'

THE CITY OF RIVIERA BEACH
 BID TABULATION: NO. 10905
 INSTALLATION OF RADIO READ METERS
 JULY 28, 2005 @ 3:30 PM *

Lowest Bidder

DESCRIPTION	LINE -TEC, INC 1210 SE 1st STREET BOYNTON BEACH, FL 33435	THIELSCH ENGINEERING, INC. 195 FRANCES AVENUE CRANSTON, RHODE ISLAND 02910	NATIONAL METERING SERVICES, INC. PO BOX 491, 163 SCHUYLER AVENUE KEARNY, NEW JERSEY 07032	VANGUARD UTILITY SERVICES, INC WEST 9TH STREET 233 SUITE 204 OWENSBORO, KY 42303
Meter Size				
5/8" X 3/4" (Quantity 11,000)	Unit Cost \$26.75 Total \$294,250	Unit Cost \$28.95 Total \$318,450	Unit Cost \$39.50 Total \$434,500	Unit Cost \$24.00 Total \$264,000
1" (Quantity 500)	Unit Cost \$38.10 Total \$19,050	Unit Cost \$28.95 Total \$14,475	Unit Cost \$39.50 Total \$19,750	Unit Cost \$24.00 Total \$12,000
1 1/2" (Quantity 300)	Unit Cost \$175.00 Total \$52,500	Unit Cost \$180.00 Total \$54,000	Unit Cost \$120. Total \$36,000	Unit Cost \$148. Total \$42,000
2" (Quantity 300)	Unit Cost \$175.00 Total \$52,500	Unit Cost \$180.00 Total \$54,000	Unit Cost \$120. Total \$36,000	Unit Cost \$160. Total \$48,000
Total Bid	\$418,300.00	\$448,925.00	\$526,250.00	\$366,000.00
FIRE SERVICE COMPOUND METERS				
8" (Quantity 1)	Unit Cost \$1750. Total \$1750.	Unit Cost \$1520. Total \$1520.	Unit Cost \$1800. Total \$1800.	Unit Cost \$1,800. Total \$1,800.
10" (Quantity 1)	Unit Cost \$1950. Total \$1950.	Unit Cost \$1900. Total \$1900.	Unit Cost \$2200. Total \$2200.	Unit Cost \$2,200. Total \$2,200.
COMPOUND METERS				
8" (Quantity 1)	Unit Cost \$1750. Total \$1750.	Unit Cost \$1520. Total \$1520.	Unit Cost \$1400. Total \$1400.	Unit Cost \$1,000. Total \$1,000.
10" (Quantity 1)	Unit Cost \$1950. Total \$1950.	Unit Cost \$1900. Total \$1900.	Unit Cost \$1600. Total \$1600.	Unit Cost \$1,200. Total \$1,200.
Required Forms Received	YES / NO	YES / NO	YES / NO	YES / NO
Addendum 1:	YES / NO	YES / NO	YES / NO	YES / NO
Addendum 2:	YES / NO	YES / NO	YES / NO	YES / NO
Addendum 3:	YES / NO	YES / NO	YES / NO	YES / NO
Comments:				

BID TABULATION HAS BEEN UPDATED TO REFLECT OFFER FROM VANGUARD UTILITIES OF OWENSBORO, KY. THIS OFFER WAS ACCEPTED AS THE RESULT OF A BID PROTEST AND WAS PUBLICLY OPENED ON THURSDAY, AUGUST 11, 2005. PLEASE REFER TO ATTACHED STAFF REPORT AND RELATED DOCUMENTS

Total: \$425,700. Total: \$447,765 Total: \$529,650 Total: \$372,200

RESOLUTION NO. 16-07UD

A RESOLUTION OF THE UTILITY DISTRICT BOARD OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM AMPS, INC., OF WEST PALM BEACH, FLORIDA, TO REPAIR, REHABILITATE AND CONDUCT MAINTENANCE SERVICES ON THE DISTRICT'S RAW WATER WELLS NO. 801, 803, 861, 862, 871, 921, 922, AND 961; IN THE AMOUNT OF \$148,858.40; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$148,858.40 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT (412-1417-536-0-5999) TO THE CAP: PLANT (WATER) ACCOUNT (412-1437-533-0-6559); AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, AMPS, Inc., has prepared and submitted to the Utility Special District, a proposal in the amount of \$148,858.40, to provide services to rehabilitate eight (8) of the District's twenty-seven (27) water wells; and

WHEREAS, Well Nos. 801, 803, 861, 862, 871, 921, 922 and 961 respectively are designed for drinking water consumption; however, these wells are in need of rehabilitation due to decreased raw water production; and

WHEREAS, the Utility Special District has an active contract with AMPS, Inc. This company has consistently demonstrated the ability to provide needed services within the time constraints required by the Utility Special District.

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

SECTION 1: The District Board of the City of Riviera Beach Utility Special District, Palm Beach County, Florida, does hereby approve the proposal by AMP, Inc., to conduct the repairs and rehabilitation to the aforementioned wells; in the amount of \$148,858.40.

RESOLUTION NO. 16-07UD

PAGE 2

SECTION 2: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$148,858.40, from the Utility District Contingency Account No. 411-1417-536-0-5999 into the Utility District's CAP: Plant (Water) Account No. 412-1437-533-0-6559.

SECTION 3: The Interim District Finance Director is authorized to make payment for same under Account No. 412-1437-533-0-6559 in the amount of \$148,848.40.

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

PASSED AND APPROVED THIS 20TH **day of** JUNE, **2007**

APPROVED:



SHELBY L. LOWE
DISTRICT CHAIRPERSON



LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK



NORMA DUNCOMBE
BOARD MEMBER

ABSENT

CEDRICK THOMAS
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: L. HUBBARD

SECONDED BY: N. DUNCOMBE

S. LOWE AYE

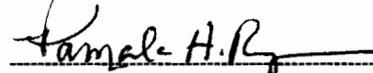
L. HUBBARD AYE

C. THOMAS ABSENT

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/13/07

RESOLUTION NO. 17-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FROM D. S. EAKINS CONSTRUCTION CORPORATION, IN THE AMOUNT OF \$161,551.00 PLUS 10% CONTINGENCY, FOR A TOTAL AMOUNT OF \$177,706.00; TO PROVIDE CONSTRUCTION SERVICES TO REHABILITATE AND REPAIR THE WASTEWATER LIFT STATION NO. 23, LOCATED ON THE CORNER OF BLUE HERON BOULEVARD AND CONGRESS AVENUE; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1438-535-0-6556; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, D. S. Eakins Construction Corporation has prepared and submitted to the Utility Special District, a proposal to provide construction services to rehabilitate and repair the Wastewater Lift Station No. 23, in an amount not to exceed \$177,706.00; and

WHEREAS, the primary purpose of this project is to ensure that the lift station which consists of a wet well where discharges from the service area are collected and a dry well that houses the pumps and electrical panel are structurally sound.

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 District Board approves the proposal from D. S. Eakins Construction Corporation, the amount of \$161,551.00 plus 10% contingency, totaling \$177,706.00, to rehabilitate and repair Lift Station No. 23 at the corner of Blue Heron Boulevard and Congress Avenue.

RESOLUTION NO. 17-07UD
PAGE 2

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1438-535-0-6556, in the amount of \$177,706.00.

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

PASSED AND APPROVED this 20TH day of JUNE, 2007.

APPROVED:



SHELBY L. LOWE
DISTRICT CHAIRPERSON



LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:

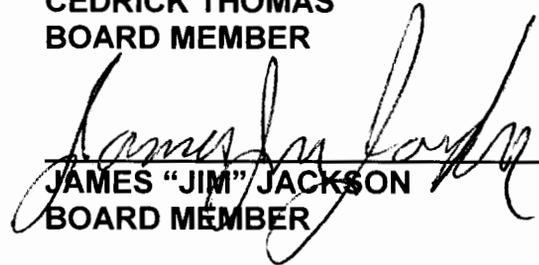


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK



NORMA DUNCOMBE
BOARD MEMBER

ABSENT
CEDRICK THOMAS
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: L. HUBBARD

SECONDED BY: N. DUNCOMBE

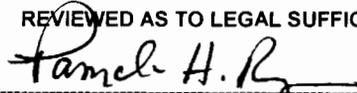
S. LOWE AYE

L. HUBBARD AYE

C. THOMAS ABSENT

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/13/07

RESOLUTION NO. 18-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING STAFF TO EXECUTE AN AGREEMENT WITH MATHEWS CONSULTING, INC., OF WEST PALM BEACH, FLORIDA, TO PROVIDE GENERAL PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT, DISTRIBUTION, SEWER COLLECTION PLANNING AND DESIGN SERVICES AS PER THEIR PROPOSAL SUBMITTED JUNE 29, 2006; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff solicited Request for Qualifications for General Professional Consulting Engineering Services for Water Treatment, Distribution, Sewer Collection Planning and Design Services; and

WHEREAS, the selection committee short-listed three (3) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066); and

WHEREAS, Mathews Consulting, Inc., West Palm Beach, Florida, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications, and staff recommends that the Board authorize the execution of a contract.

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

SECTION 1: That the Utility Special District of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to execute a contract with Mathews Consulting, Inc. to provide general professional consulting engineering services for water treatment, distribution, sewer collection planning and design services.

RESOLUTION NO. 18-07 UD
PAGE 2

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

PASSED AND APPROVED this 20TH day of JUNE, 2007.

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON


LYNNE L. HUBBARD
VICE CHAIRPERSON

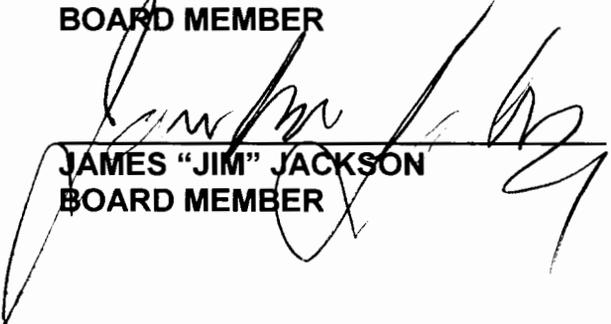
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER

ABSENT


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: N. DUNCOMBE

S. LOWE NAY

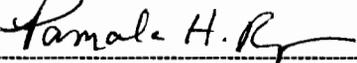
L. HUBBARD NAY

C. THOMAS ABSENT

N. DUNCOMBE AYE

J. JACKSON NAY

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/13/07

RESOLUTION NO. 19-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$238,146.60 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 INTO THE UTILITY DISTRICT REPAIR AND MAINTENANCE-LINES ACCOUNT NO. 412-1437-533-0-6559 FOR PAYMENT TO AMERICAN WATER RESOURCES, INC., OF PHILADELPHIA, PENNSYLVANIA FOR ADDITIONAL REHABILITATION WORK OF THE MEDIA FILTERS 9 THROUGH 16 AT THE WATER TREATMENT PLANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to transfer funds, in the amount of \$36,789.00, from the Utility District Contingency Account No. 412-1417-536-0-5999 to the Utility District Repair and Maintenance Lines Account No. 412-1437-533-0-6559 to make payment to American Water Resources, Inc., in the amount of \$238,146.60.

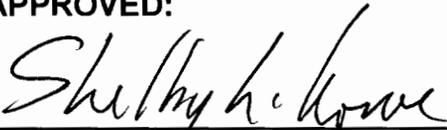
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the District Board hereby authorizes the Interim District Finance Director to transfer funds in the amount \$238,146.60 from the Utility District Contingency Account No. 412-1417-536-0-5999 into the Repair and Maintenance-Lines Account No. 412-1437-536-0-6559 to make payment to American Water Resources, Inc.

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

PASSED AND APPROVED THIS 20TH day of JUNE, 2007

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

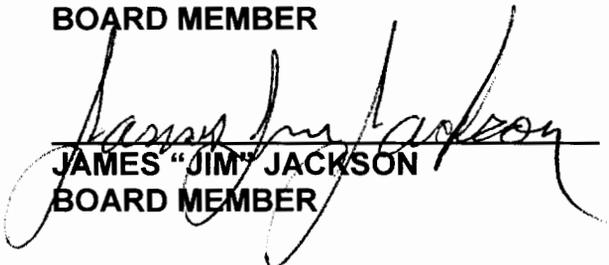

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER

ABSENT
CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: L. HUBBARD

SECONDED BY: N. DUNCOMBE

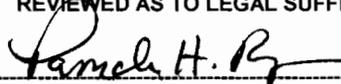
S. LOWE AYE

L. HUBBARD AYE

C. THOMAS ABSENT

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/13/07

RESOLUTION NO. 20-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$250,000.00 BY APPROPRIATING FUND BALANCE ACCOUNT NO. 411-00-399999; AND INCREASING THE UTILITY DISTRICT'S EXPENDITURE OPERATING ACCOUNT NO. 411-1417-536-0-3406, TO PAY FOR CURRENT AND FUTURE PAYMENTS SUBMITTED BY BEVERIDGE & DIAMOND, P.C., OF WASHINGTON, D.C., FOR LEGAL FEES AND EXPENSES INCURRED FOR FY 2006-2007 WITH RESPECT TO THE ON-GOING FEASIBILITY STUDY THAT THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ARE CONDUCTING IN THE SOLITRON MATTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to appropriate Fund Balance No. 411-00-399999; increasing the Utility District's Expenditure Operating Account No. 411-1417-536-0-3406 in order to pay current and future payments for FY 2006-2007 being submitted by Beveridge & Diamond, P.C., for legal services with respect to the on-going Feasibility Study by federal agencies are conducting in the Solitron Matter in the amount of \$250,000.00.

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

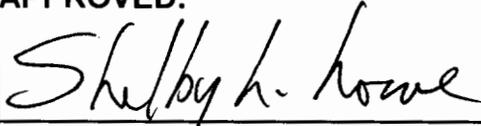
SECTION 1: That the District Board hereby authorizes the Interim District Finance Director to appropriate Fund Balance No. 411-00-399999, in the amount \$250,000.00; increasing the Utility District's Expenditure Operating Account No. 411-1417-536-0-3406 to make payments to Beveridge & Diamond, P.C. for legal services in the on-going Solitron matter.

SECTION 2: That the Interim District Finance Director is authorized to make payments for same under Account Number 411-1417-536-0-3406.

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

PASSED AND APPROVED THIS 20TH day of JUNE, 2007

APPROVED:



SHELBY L. LOWE
DISTRICT CHAIRPERSON



LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:



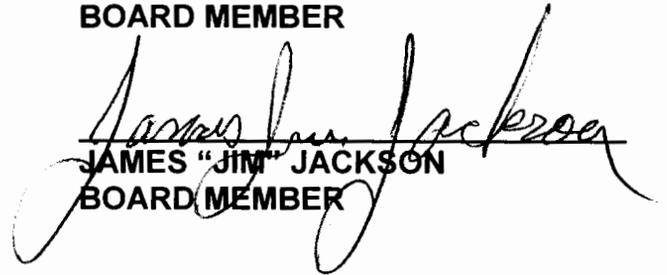
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK



NORMA DUNCOMBE
BOARD MEMBER

ABSENT

CEDRICK THOMAS
BOARD MEMBER



JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: L. HUBBARD

SECONDED BY: N. DUNCOMBE

S. LOWE AYE

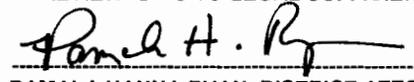
L. HUBBARD AYE

C. THOMAS ABSENT

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/13/07

RESOLUTION NO. 21-07UD

A RESOLUTION OF THE UTILITY DISTRICT BOARD OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM CHAZ EQUIPMENT COMPANY, OF WELLINGTON, FLORIDA, TO REHABILITATE FOUR (4) DETERIORATING MANHOLES, ON AN EMERGENCY BASIS, IN THE AMOUNT OF \$12,126.00; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1438-535-0-4606; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during a routine inspection, District staff discovered severe deterioration of four manholes. These manholes are in dire need of rehabilitation to avoid structural failure in the streets. This emergency request will be immediately completed upon approval by the District Board; and

WHEREAS, Chaz Equipment Company, of Wellington, Florida, has prepared and submitted, to the Utility Special District, a proposal in the amount of \$12,126.00, to provide emergency rehabilitation construction service to four (4) manholes throughout the District, in the amount of \$12,126.00.

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

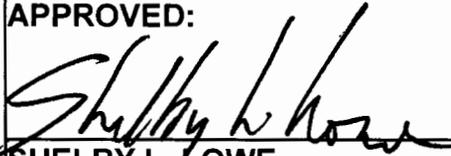
SECTION 1: The District Board of the City of Riviera Beach Utility Special District, Palm Beach County, Florida, does hereby approve the proposal by Chaz Equipment Company, to provide emergency rehabilitation service to four manholes throughout the District, in the amount of \$12,126.00.

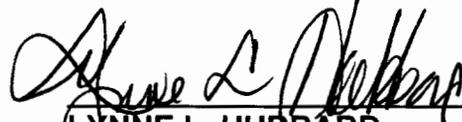
SECTION 2: The Interim District Finance Director is authorized to make payment for same under Account No. 411-1438-535-0-4606; in the amount of \$12,126.00

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

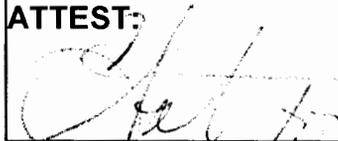
PASSED AND APPROVED THIS 15TH day of AUGUST, 2007

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

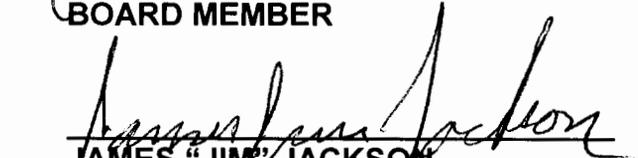

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

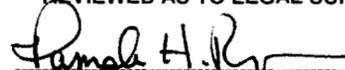
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 8/10/07

RESOLUTION NO. 22-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE PROPOSED LEGISLATIVE PROJECT GRANT AGREEMENT, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF RIVIERA BEACH UTILITY DISTRICT, FOR WASTEWATER IMPROVEMENTS TO THE DISTRICT'S LIFT STATIONS/FORCE MAINS; IN THE AMOUNT OF \$500,000 FROM THE STATE OF FLORIDA, WITH THE CONTRIBUTION OF MATCHING FUNDS FROM THE DISTRICT, IN THE AMOUNT OF \$166,667; FOR A TOTAL PROJECT COST OF \$666,667; AND APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$166,667 FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 INTO THE UTILITY DISTRICT CAPITAL-LIFT STATION (SEWER) ACCOUNT NO. 412-1438-535-0-6556; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 412-1438-533-0-6556; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the primary purpose of the grant award is replace approximately 2,200 feet of a 12-inch diameter force main for the District's lift stations. The existing force main has suffered from chronic breaks. The improvements are designed to enhance the overall conditions of the sewer collection infrastructure; and

WHEREAS, the State of Florida Department of Environment Protection (DEP) has submitted for approval and execution, two original copies of the proposed Legislative Program Grant Agreement, for the District's Wastewater Improvement Project; and

WHEREAS, the DEP Grant Agreement No. LP6856 stipulates that DEP shall pay to the City of Riviera Beach Utility District, on a cost reimbursement basis, an amount not to exceed \$666,667, which includes a \$166,667 matching fund to be contributed by the District, upon approval by the District Board, in order to complete the grant process; and

WHEREAS, this agreement shall begin upon execution by both parties and end no later than December 31, 2008.

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

RESOLUTION NO. 22-07UD
PAGE 2

SECTION 1: That the District Board hereby accepts the State of Florida Environmental Protection Legislative Project Grant Agreement, in the amount of \$500,000; and approve the matching funds of \$166,667 from the District's Capital Contingency Account, for a project total amount of \$666,667; and that the Board Chairperson and District Clerk are hereby authorized to execute the DEP Agreement No. LP6856; between the State of Florida Department of Environmental Protection and the City of Riviera Beach Utility Special District, in the amount of \$666,667, for the Legislative Program Grant Agreement for the District's Wastewater Improvement Project for Lift Stations/Force Mains.

SECTION 2: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$166,667, from the Utility District Contingency Account No. 412-1417-536-0-5999; into the Utility District's CAP-Lift Stations (Sewer) Account No. 412-1438-535-0-6556.

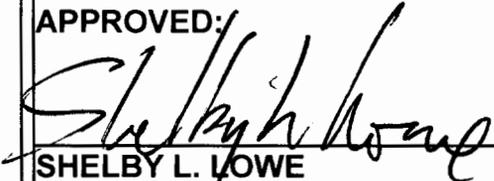
SECTION 3: That the District Finance Director is authorized to make payment for same under Account Number 412-1438-535-0-6556; in the amount of \$166,667.

SECTION 4: That the District Director is authorized to approve Change Orders in an amount not to exceed ten percent (10%) of the contract amount.

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

PASSED AND APPROVED THIS 15TH day of AUGUST, 2007.

APPROVED:

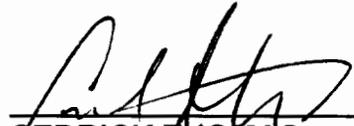

SHELBY L. LOWE
DISTRICT CHAIRPERSON

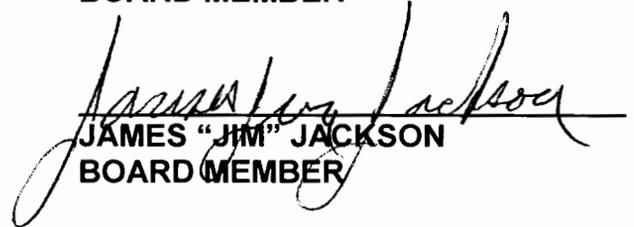

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

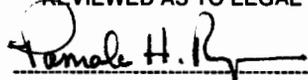
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 8/10/07

RESOLUTION NO. 23-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$21,812.00; FROM THE UTILITY DISTRICT CONTINGENCY ACCOUNT NO. 411-1437-533-0-5999 INTO THE UTILITY DISTRICT OPERATING SUPPLIES-CHEMICAL ACCOUNT NO. 411-1437-533-0-5203; FOR PAYMENTS TO CHEMICAL VENDORS: NALCO COMPANY, TANNER INDUSTRIES, INC., ALLIED UNIVERSAL CORP., AND CHEMICAL LIME COMPANY; IN THE TOTAL AMOUNT OF \$21,812.00; FOR CHEMICALS SUPPLIED TO THE WATER TREATMENT PLANT DURING JULY AND AUGUST 2007; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1437-5330-5203; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to transfer funds in the amount of \$21,812.00 from the Utility District Contingency Account No. 411-1437-533-0-5999 to the Utility District Operating Supplies-Chemical Account No. 411-1437-533-0-5203 to make payments to Nalco Company (\$7,814.95), Tanner Industries, Inc. (\$1,654.52), Allied Universal Corp. (\$3,390.25), and Chemical Lime Company (\$8,951.86).

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

SECTION 1: That the District Board approves the invoices from the aforementioned chemical suppliers in the total amount of \$21,812.00.

SECTION 2: That the District Board hereby authorizes the Interim District Finance Director to transfer funds in the amount \$21,812.00 from the Utility District Contingency Account No. 411-1437-533-0-5999 into the Utility District Operating Supplies-Chemical Account No. 411-1437-533-0-5203.

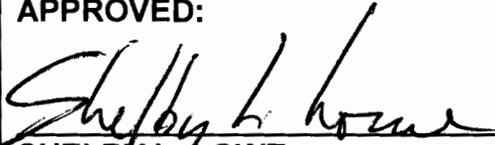
SECTION 3: That the District Finance Director is authorized to make payments for same under Account Number 411-1437-533-0-5203.

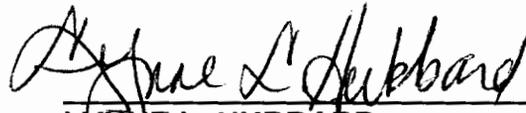
SECTION 4: This Resolution shall take effect upon its passage and approval by the District Board.

RESOLUTION NO. 23-07 UD
PAGE 2

PASSED AND APPROVED THIS 19 DAY OF September, 2007

APPROVED:

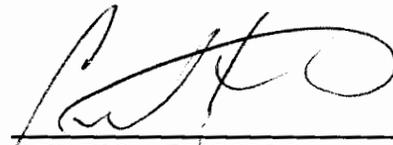

SHELBY L. LOWE
DISTRICT CHAIRPERSON

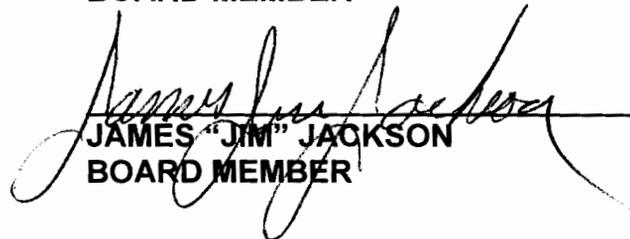

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: C. Thomas

SECONDED BY: J. Jackson

S. LOWE aye

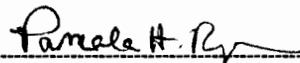
L. HUBBARD absent

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 9/13/07

RESOLUTION NO. ~~04-07UD~~

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ADOPTING THE FISCAL YEAR 2007-2008 BUDGET FOR THE UTILITY SPECIAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Utility District (District) requires the adoption of its Fiscal Year 2007/2008 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:

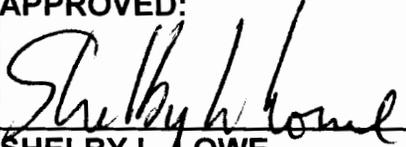
SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to the provisions of the District's Charter, Chapter 189, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law. To the extent that any provision of this Resolution conflicts with the above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

SECTION 2. ADOPTION OF DISTRICT BUDGET. The District adopts its Fiscal Year 2007-2008 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 immediately upon its adoption.

PASSED AND ADOPTED this 19 day of September, 2007.

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

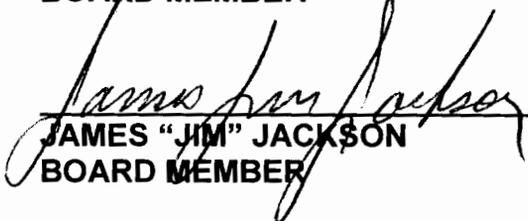

LYNNE L. HUBBARD
VICE CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
DISTRICT CLERK


NORMA DUNCOMBE
BOARD MEMBER


CEDRICK THOMAS
BOARD MEMBER


JAMES "JIM" JACKSON
BOARD MEMBER

MOTIONED BY: J. Jackson

SECONDED BY: N. Duncombe

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 9/13/07