

RESOLUTION NO. 25-07UD

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 CONTRACT AND APPROVE PROPOSAL FROM BOWYER-SINGLETON & ASSOCIATES, INCORPORATED, IN THE AMOUNT OF \$32,200.00; TO PROVIDE PROFESSIONAL ENGINEERING DESIGN, SURVEYING AND SPECIFICATIONS DEVELOPMENT SERVICES FOR NEW FORCE MAIN ALONG GARDEN ROAD; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$32,200.00, FROM THE UTILITY DISTRICT'S CAP: CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 TO THE CAP: REPAIR AND MAINTENANCE (LIFT STATIONS) ACCOUNT NO. 412-1438-535-0-6559 AND PAY THIS AMOUNT FROM ACCOUNT NO. 412-1438-535-0-6559; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the engineering firm of Bowyer-Singleton & Associates, Incorporated has prepared and submitted to the Utility Special District a contract and proposal for professional engineering design, surveying and specifications development services for a new force main at Garden Road, in the amount of \$32,200.00; and

WHEREAS, the primary purpose of this project is to refurbish and enhance the overall conditions of the sewer collection infrastructure.

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 District Board hereby accepts the proposal, in the amount of \$32,200.00, from Bowyer-Singleton & Associates, Incorporated, to provide engineering design, surveying and specifications development services for new force main project at Garden Road; and that the Board Chairperson and District Clerk are hereby authorized to execute a contract between Bowyer-Singleton & Associates, Incorporated and the City of Riviera Beach Utility Special District, in the amount of \$32,200.00, to provide engineering design, surveying and specifications development services for new force main project at Garden Road.

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SECTION 2: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$32,200.00, from the Utility District Contingency CAP: Account No. 412-1417-536-0-5999 into the Utility District Repair & Maintenance (Lift Stations) CAP: Account No. 412-1438-535-0-6559.

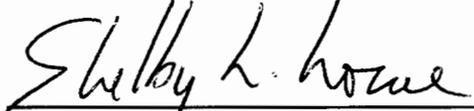
SECTION 3: That the Interim District Finance Director is authorized to make payment for same under Account Number 412-1438-535-0-6559, in the amount of \$32,200.00.

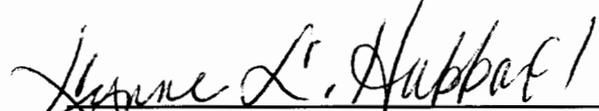
SECTION 4: This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

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PASSED AND APPROVED THIS 17th DAY OF October, 2007

APPROVED:

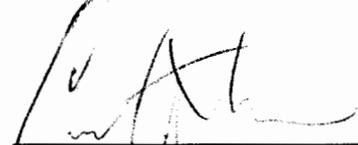

SHELBY L. LOWE
DISTRICT CHAIRPERSON

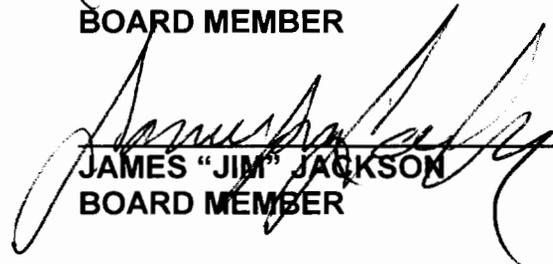

LYNNE L. HUBBARD
VICE CHAIRPERSON

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: 10/12/07

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of this 17 day of October, 2007, 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 CITY COUNCIL, hereinafter referred to as the DISTRICT, and Bowyer-Singleton, and Associates Inc.

[] an individual, [] a partnership, [X] 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 59-1373777.

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 civil engineering services, 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 561-845-4054.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services immediately after work is awarded and complete all services by February, 2009.

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 DISTRICT.

- 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 CITY OF RIVIERA BEACH CITY 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 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'S COUNCIL FOR THE CITY 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 CONSULTANT shall be mailed to:

Bowyer-Singleton and Associates, Inc.

901 Northpoint Parkway, Suite 204

West Palm Beach, Florida 33407

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, Dana C. Chester, P.E. 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

The CONSULTANT 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 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the DISTRICT COUNCIL OF THE CITY 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.

CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY DISTRICT

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

CITY OF RIVIERA BEACH UTILITY DISTRICT

CONSULTANT: BOWYER-SINGLETON
& ASSOCIATES, INC.

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

BY: *Dana C. Chester*
DANA C. CHESTER, P.E.
VICE PRESIDENT, DIRECTOR
OF REGIONAL OFFICES

ATTEST:

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND
CONDITIONS

BY: *Edward E. Sierra*
EDWARD E. SIERRA,
EXECUTIVE DIRECTOR OF UTILITIES

DATE: 16/12/07



Town of Jupiter

Engineering & Public Works Department

210 Military Trail - Jupiter, Florida 33458 ~ Phone (561) 741-2225 ~ Fax (561) 741-2515
www.jupiter.fl.us

August 23, 2004

Mr. Donald L. Hammack, P.E., V.P.
Bowyer-Singleton & Associates, Inc.
901 Northpoint Parkway, Suite 120
West Palm Beach, Fl 33407

RECEIVED

AUG 23 2004

BOWYER-SINGLETON

RE: CONTRACT BETWEEN THE TOWN OF JUPITER AND BOWYER-SINGLETON & ASSOCIATES FOR GENERAL ENGINEERING CONSULTING SERVICES - EPW 2004-03A

Dear Mr. Hammack:

Town Council, at their August 17, 2004 meeting, approved the referenced contract. Enclosed please find one fully executed original for your information and files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Paul Webster, P.E.
Assistant Town Engineer

PW/nm
Enclosures

K:\Staff\WP51\EPW 2004-03A - Bowyer-Singleton\fully executed contract.doc

CONTRACT
BETWEEN THE TOWN OF JUPITER
AND
Bowyer-Singleton & Associates
EPW 2004-03A

THIS CONTRACT, made this 17 day of August, 2004, by and between the Town of Jupiter, a public corporation of the State of Florida, hereinafter designated as "the TOWN", and **Bowyer-Singleton & Associates**, a State of Florida corporation, FEID Number, hereinafter designated as "the CONSULTANT".

59-1273777

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced CONSULTANT to provide professional general civil engineering services; and

WHEREAS, the TOWN has publicly announced its desire to secure professional engineering and architectural services and has solicited proposals from qualified engineering firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and ;

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Council has determined that the CONSULTANT can provide professional engineering and architectural services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of each Work Order under this CONTRACT; and

WHEREAS, the CONSULTANT shall submit to the TOWN a detailed Work Order for each project for the TOWN'S approval prior to commencement of work; and

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

- 1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services as requested within the general scope of professional engineering services. An example general Statement of Work is attached as "Exhibit A" to this CONTRACT. However, the projects' specific scope of these services shall be detailed in individual Work Orders to this CONTRACT. The Work Orders may be lump sum, time and material, or a combination of both, at the option of the TOWN. The TOWN specifically reserves the right to determine whether a specific task is within the scope of work to be provided by the CONSULTANT and, further reserves the right to seek the services of other consultants, architects, engineers or engineering firms. CONSULTANT understands and acknowledges that this CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work. The parties also agree and understand that funding for any Work Orders to this CONTRACT may be subject to negotiation, as well as Town Council budgeting and approval.
- 1.2 The CONSULTANT agrees that the subcontractors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made a part of this CONTRACT, shall provide services under this CONTRACT.
- 1.3 The services of each sub-consultant is a substantial inducement and material consideration for this CONTRACT. In the event any such sub-consultant can no longer provide the services required by this CONTRACT, the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the sub-consultant, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

2. TERM

- 2.1 The term of this CONTRACT is for two (2) years and shall commence on the date of this CONTRACT. The period of performance of the work shall commence on the effective date of the Notice to Proceed and continue until the completion of all contractual obligations by the parties. CONTRACT may be extended at the end of each two (2) year term for two successive one year terms said to begin on the anniversary date of this CONTRACT.

2.2 The parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.

3. CONSIDERATION

3.1 As consideration for providing the services which shall be required by this CONTRACT and any subsequent Work Orders, the TOWN shall pay the CONSULTANT a mutually agreed upon or not to exceed lump sum dollar amount for each executed Work Order. CONSULTANT shall prepare detailed cost proposals for each proposed Work Order, to be used for negotiating purposes only, using the "Basis for Compensation Rates and Schedules," attached hereto as "Exhibit C," and made a part of this CONTRACT. CONSULTANT shall include an outline of estimated subcontractor direct costs and travel expenses in such cost proposals.

The agreed upon not to exceed lump sum dollar amount for each Work Order shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs. The mutually agreed upon not to exceed lump sum amount shall also be the basis for time and materials based Work Orders.

3.2 CONSULTANT agrees that the paid personnel hourly rates, attached as part of "Exhibit C" attached hereto, which are to be the actual direct wage rate paid to the employee shall remain in effect for a period of one (1) year from the date of CONTRACT execution. The billable hourly rates established are a direct wage rate that has been multiplied by an overall factor of 3.000, which consists of a combined fringe benefits, general overhead factor and profit margin. Prior to the end of each year of the Contract, the Consultant shall notify the Town of any changes to the billable hourly rates, for the Town's consideration, and potential use during the successive year of service.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this CONTRACT by an authorized signature of CONSULTANT serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONSULTANT agrees that the TOWN may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. EQUAL OPPORTUNITY/MBE PARTICIPATION

4.1 The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity

under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.

- 4.2 The Town encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. The CONSULTANT shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this CONTRACT.

5. INVOICING AND PAYMENT

- 5.1 The CONSULTANT'S invoices shall reference the TOWN'S Contract Number EPW 2004-03 A and shall be sent to the following address:

Department of Engineering & Public Works or;
Town Department who authorized the Specific Work Order
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

- 5.2 The TOWN shall pay the full amount of the invoice within thirty (30) days of receipt and acceptance of the work by the project manager, provided the CONSULTANT has performed the work according to the terms and conditions of this CONTRACT.

6. INDEMNIFICATION AND INSURANCE

- 6.1 For Ten Dollars (\$10.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall defend, indemnify, save, and hold the TOWN, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims to the extent resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the CONSULTANT, its subcontractors, agents, assigns, invitees, or employees in connection with this CONTRACT. The CONSULTANT further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this CONTRACT.
- 6.2 The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D", and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage except for Auto Property Damage. All deductibles will require prior written approval by the TOWN. The TOWN shall be named as an "additional

insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.

The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance prior to the commencement of any performance by the CONSULTANT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. The failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN's termination of the CONTRACT.

7. TERMINATION/REMEDIES

7.1 If the TOWN fails to fulfill its obligations under this CONTRACT in a timely and proper manner, the CONSULTANT shall have the right to terminate this CONTRACT; however, prior to the CONTRACT's termination, the CONSULTANT shall provide written notice of any deficiency to the TOWN. The TOWN shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the TOWN fails to correct the deficiency within this time, this CONTRACT shall terminate at the expiration of the ten (10) day time period.

7.2 The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.

7.3 If either party initiates legal action, including appeals, to enforce this CONTRACT, the prevailing party shall be entitled to recover an attorney's fee.

7.4 In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediation. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

8. STANDARDS OF COMPLIANCE

- 8.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.
- 8.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that, neither the employees of CONSULTANT nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The CONSULTANT further understands and acknowledges by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.
- 8.3 The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate governmental agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.
- 8.4 Pursuant to Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9. RELATIONSHIP BETWEEN THE PARTIES

- 9.1 The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any

relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

- 9.2 The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment in violation of this provision shall be void.
- 9.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10. RECORDS RETENTION/OWNERSHIP/AUDIT

- 10.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to this CONTRACT may be public records and CONSULTANT may have an obligation to permit the inspection and copying of all public records and may have an obligation to maintain all public records pursuant to Chapter 119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.
- 10.2 The TOWN has not performed a pre-audit of the CONSULTANT'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verify the general overhead factor and profit margin. However, the CONSULTANT shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of this CONTRACT. This audit may be performed by the TOWN or a designated agency.
- 10.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for other purposes than intended.

11. CONFLICTS

The Town recognizes and acknowledges that the Consultant is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the Town recognizes and acknowledges that the Consultant may presently, or may in the future, represent clients who are or may be doing business in or with the Town. The Town agrees that the Consultant may perform services for clients who are or may have matters before the Town Council, provided Consultant discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the Town Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict of interest created by the Consultant's representation.

12. GENERAL PROVISIONS

12.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

12.2 The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

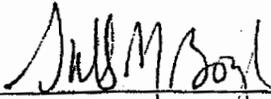
12.3 The documents listed below, by this reference, shall become a part of this CONTRACT as though physically attached:

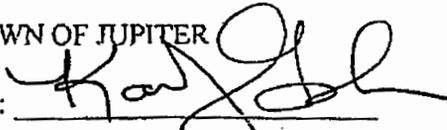
Bowyer-Singleton & Associates' response to RFP 2004-03, General Engineering Consultant Services for the Town of Jupiter dated April 14, 2004.

- 12.4 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.5 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.6 Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.
- 12.8 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This CONTRACT shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written above.

ATTEST:


Sally M. Boylan, Town Clerk

TOWN OF JUPITER
BY: 
Karen J. Golonka, Mayor

(TOWN SEAL)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

CONSULTANT:

BY: 

EXHIBIT A

STATEMENT OF WORK

- I. Introduction: To assist the staff of the Town of Jupiter with the implementation of the approved capital program and to perform the necessary engineering and planning analysis required in support of its Comprehensive Plan and its elements, including general engineering support as required. The Town shall enter into a non-exclusive contract(s) with a selected multi-disciplinary engineering/architectural firm for a period of two years, renewable for two additional one year terms, by mutual agreement.

- II. Scope of Services:
 - (a) Provide general professional engineering, architectural and surveying services to the Town of Jupiter as requested in any one or more of the following disciplines:
 - General Civil Engineering
 - Traffic Engineering
 - Land Surveying
 - Other disciplines may be required on certain projects such as electrical, mechanical or architectural...

 - (b) Perform engineering and planning studies/investigations, preparation of plans and specifications, provide bidding assistance, inspection and administration of construction, permitting, preparation of applications for grants and loans, etc. as required in the implementation of the approved capital program.

 - (c) Perform planning/ engineering analysis, traffic studies, etc as required in support of the Town's development review and approval process.

- III. Exclusions: The scope of services will normally exclude design and general multi-disciplinary professional services in support of the Town of Jupiter's potable water treatment, storage and distribution system. The Town may include these professional services in this contract if urgency or circumstance deems it to be in the Town's best interest.

- IV. Work Authorization: Work on specific projects will be authorized by written sequentially numbered amendments, hereinafter referred to as Work Orders, to this contract agreement.

- V. Deliverances: A list of deliverances shall be submitted as detailed in the scope of professional services for each amendment. The deliverances shall be submitted on or before the date provided in the schedule.

Exhibit B

Project Organizational Chart

Town of Jupiter

Bernie Schattner, P.E.
Director of Engineering & Public Works

Doug Koennicke, P.E.
Town Engineer

Mark Warner, P.E.
Project Manager

Don Hammack, P.E.
Principal-in-Charge

**Civil
Engineering**

Mario Loaiza, P.E.
Sr. Project Engineer
Holly Urban, P.E.
Project Engineer
Steve Pawlyk, E.I
Designer

**Traffic
Engineering**

Dana Chester, P.E.
Sr. Traffic Engineer
Holly Urban, P.E.
Project Engineer

**Land
Surveying**

Walt Smith, P.S.M.
Sr. Surveyor
Bill Donley, P.S.M.
Sr. Field Surveyor
David Peck, P.S.M.
Sr. Survey Technician

**Specialties
Support**

Electrical Engineering
Mechanical Engineering
Architectural Services

EXHIBIT C

BASIS FOR COMPENSATION RATES AND SCHEDULES

The Town shall pay to the CONSULTANT for providing and performing the professional engineering and architectural services set forth in each approved work order as follows:

The basis of compensation shall be Direct labor cost times a Multiplier of 3.00 Reimbursement for subcontractors will be billed at cost times 1.1. All non-project related clerical and CADD costs are considered to be included in the overhead. In addition to compensation for labor, the Town agrees to reimburse the CONSULTANT for direct work order expenses as follows:

Expenses not included in the multiplier above will be estimated for each work order and submitted for reimbursement with the appropriate supporting documentation to reflect that the expense was incurred in support of the work order or a fixed price reimbursement cost negotiated for each work order based on a detailed estimated breakdown of reimbursable expenses. A fixed percentage of direct labor cost shall not be used.

Notwithstanding the foregoing, the compensation paid by the Town to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the approved Work Order.

FREQUENCY OF BILLING

Invoicing shall be submitted to the Town on a monthly basis, or on the basis of "deliverables", in accordance with the Contract Agreement.

SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor cost. Time sheets, if requested by the Town, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the Town to substantiate all expenditures.

BOWYER-SINGLETON & ASSOCIATES, INC.

Town of Jupiter
Engineering Services Contract

D.O.T. CATEGORY	INDIVIDUAL	HOURLY RATE	
		CURRENT	LOADED
Project Manager	Mark Warner	\$ 40.00	\$ 120.00
Senior Engineer	Dana Chester	\$ 47.50	
	Craig Noon	\$ 41.63	
	Brian Chunn	\$ 34.50	
	Mario Loaiza	\$ 33.00	
	AVERAGE	\$ 39.16	\$ 117.47
Engineer	Erez Dayan	\$ 32.00	
	Holly Urban	\$ 30.75	
	Marybeth Morin	\$ 29.00	
	Steve Pawlyk	\$ 27.50	
	AVERAGE	\$ 29.81	\$ 89.44
Planner	Laurie Elder	\$ 30.00	
	Jennifer Clement	\$ 18.51	
	AVERAGE	\$ 24.26	\$ 72.77
Engineering Technician	Alexandar Delgado	\$ 20.50	
	Anthony Smith	\$ 18.00	
	AVERAGE	\$ 19.25	\$ 57.75
P.L.S.	Bill Donley	\$ 41.50	
	AVERAGE	\$ 41.50	\$ 124.50
Survey Technician	Jim Mazurak	\$ 23.50	
	David Peck	\$ 21.50	
	Michael Phillips	\$ 19.50	
	AVERAGE	\$ 21.50	\$ 64.50
Crew Chief	Rob Hance	\$ 23.50	
	Devon Ragan	\$ 17.00	
	AVERAGE	\$ 20.25	\$ 60.75
Instrument Person	Thomas Bullard	\$ 14.50	
	Robert Nirdlinger	\$ 12.50	
	AVERAGE	\$ 13.50	\$ 40.50
Rod Person	Richard Collin	\$ 9.75	
	Andrew Strickland	\$ 10.50	
	Milton Waterbury	\$ 10.50	
	AVERAGE	\$ 10.25	\$ 30.75

This is to certify that the above wage rates are effective as of June 27, 2004, as approved by the Board of Directors.


Joseph F. Breig, Chief Financial Officer

08/09/04

OVERALL WAGE MULTIPLICATION FACTOR

Base Salaries	100.00%
Combined Overhead and Fringe Benefit Factor	<u>177.94%</u>
Sub-total Salaries + Overhead	277.94%
Profit Margin Factor (7.937%)	<u>1.07937</u>
Total Overall Mutiplication Factor	300.00%

EXHIBIT D

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained; the following specified insurance coverages in the amount set forth hereafter.

1. **WORKER'S COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statute limits shall be in compliance with applicable State and Federal laws.
2. **COMPREHENSIVE GENERAL LIABILITY:** Shall have the minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.
3. **BUSINESS AUTO LIABILITY:** Shall have the minimum limits of coverage of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.
4. **PROFESSIONAL LIABILITY: Insurance and Indemnification -** The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT's agreement with the TOWN. Required coverage shall be for Limits of Liability not less than \$1,000,000.00.

The Town of Jupiter shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. there shall be a thirty (30) day notification to the Town of Jupiter, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. Certificates of Insurance shall be on file with the Town of Jupiter, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT's responsibility to comply with the requirements of this section on modifications of this section. The Town may at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy(s).

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JP
BOWYSIN

DATE (MM/DD/YYYY)
07/09/04

PRODUCER
J Rolfe Davis Insurance
P.O. Box 945255
Maitland FL 32794-5255
P : 407-691-9600

IN.
Bowler-Singleton &
Associates, Inc.
520 S. Magnolia Avenue
Orlando FL 32801

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 #
INSURER A: Travelers Prop & Casualty Co	36161
INSURER B: Continental Casualty Company	20443
INSURER C: Travelers Casualty & Surety	
INSURER D: St. Paul Fire & Marine Ins Co	24767
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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> 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	P6300307B234TIL04	01/01/04	01/01/05	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	P810861K7102TIL04	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
D	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	QK06800591	01/01/04	01/01/05	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PACRUB798K520204	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab	AEA004312258	05/25/04	05/25/05	Prof Liab \$2,000,000.

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

*Except as per Fl Statutes The GL policy includes a blanket additional insd endt for the cert holder if required by written contract. Liability is limited to loss or damage arising out of negligent acts of the insured

CERTIFICATE HOLDER

CANCELLATION

TOWNJUP

Town of Jupiter
Bernard L. Schattner
210 Military Trail
Jupiter FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10* 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

[Signature]

EXHIBIT E
SAMPLE WORK ORDER FEE BACKUP
WORK ORDER NO. _____

CONTRACT PERFORMANCE

Proposed fee and schedule for completion of major tasks under Work Order No. _____ is summarized below:

SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for basic consultant services are tabulated below and detailed in Exhibit C.

BASIC SERVICES

	<u>DIRECT LABOR COST</u> (Employees)
Task 1 -	\$
Task 2 -	\$
Task 3 -	\$
Task 4 -	\$
Task 5 -	\$
Not to exceed (NTE) cost for labor: (\$ A Direct Labor Cost of employees x multiplier)	\$ A
Reimbursable expenses billed in accordance with AGREEMENT:	\$ B
Total not to exceed (NTE) Cost for project:	A + B

K:\Staff\WP51\EPW 2004-03A - Bowyer-Singleton\Contract.doc

RESOLUTION NO. 26-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF ONE (1) 2008 S-TRAC 4X2 PICKUP TRUCK, FROM DUVAL FORD OF JACKSONVILLE, FLORIDA; IN THE AMOUNT OF \$23,967.00, UNDER THE PIGGY-BACK SHERIFFS' OFFICE & LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA COOPERATIVE BID #06-14-0821 (STATE CONTRACT) ENDING SEPTEMBER 30, 2008; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$23,967.00, FROM THE UTILITY DISTRICT'S CAPITAL CONTINGENCY ACCOUNT NO. 412-1417-536-0-5999 TO CAP: VEHICLES-TRUCK ACCOUNT NO. 412-1437-533-0-6402; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility District is in need of purchasing one (1) 2008 S-Trac 4x2 pickup truck to perform daily activities by the water plant staff; and

WHEREAS, this purchase will piggy-back under the Sheriffs' Office & Local Governmental Agencies of the State of Florida Cooperative Bid #06-14-0821 (State Contract) ending September 30, 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:

SECTION 1: That the District Board approves the proposed purchase from Duval Ford of Jacksonville, Florida, in the amount of \$23,967.00.

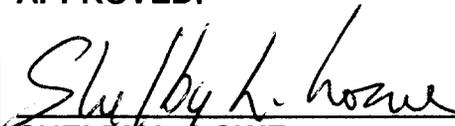
SECTION 2: That the Interim Finance Director is authorized to transfer funds, in the amount of \$23,967.00, from Account Number 412-1417-536-0-5999 to Account Number 412-1437-533-0-6402 to make payment.

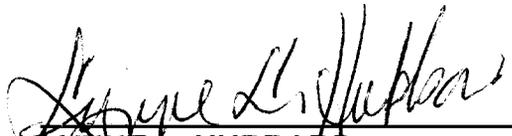
SECTION 3: This Resolution shall take effect upon its passage and approval by the District Board.

RESOLUTION NO. 26-07UD
PAGE 2

PASSED AND APPROVED THIS 17th DAY OF October, 2007

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

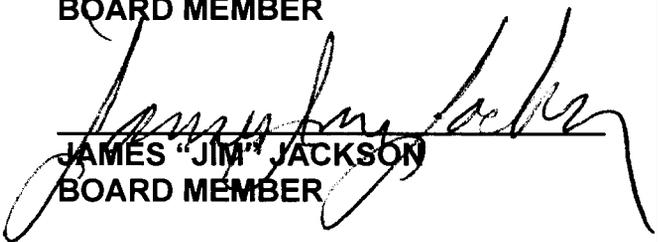

LYNNE L. HUBBARD
VICE CHAIRPERSON

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

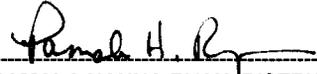
S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 10/11/07

RESOLUTION NO. 27-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE DISTRICT TO ADVERTISE A REQUEST FOR PROPOSALS (RFP) FROM QUALIFIED AND EXPERIENCED FIRMS TO PERFORM A WATER RATE STUDY FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Utility District is requesting an approval by the Utility Special District Board that a Request For Proposal (RFP) for a water rate study be advertised to evaluate the District's rates in order to establish rates that will provide the needed revenue to operate the District on a sound economic basis; and

WHEREAS, since 2003, the water rates have not been increased. However costs have escalated due to inflation, increased salaries, insurances, etc. For FY 2006-2007, in order to maintain a balanced budget, it was necessary to do all large item purchases, which were usually done from line item Operating Fund, as capital expenditures. This is the same for FY 2007-2008; and

WHEREAS, it would be to the District's advantage to utilize the services of a qualified and experienced consulting firm.

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

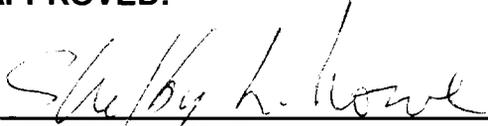
SECTION 1: That the District is hereby authorized to advertise a Request for Proposals (RFP) for a water rate study.

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

RESOLUTION NO. 27-07UD
PAGE 2

PASSED AND APPROVED THIS 28th DAY OF November, 2007

APPROVED:

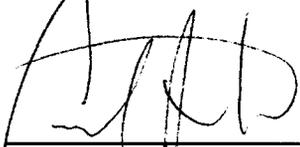

SHELBY L. LOWE
DISTRICT CHAIRPERSON

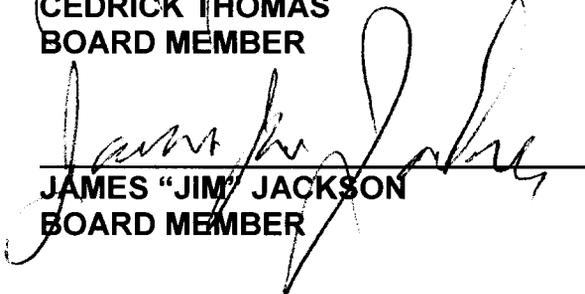

LYNNE L. HUBBARD
VICE CHAIRPERSON

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: 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, DISTRICT ATTORNEY

DATE: 11/20/07

RESOLUTION NO. 28-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IN THE AMOUNT OF \$35,000.00, AS RESULT OF A LEAK FROM THE DISTRICT'S WET WELL INTERCONNECT PIPE AT LIFT STATION 1A INTO THE INTRACOASTAL; APPROVING AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO TRANSFER FUNDS, IN THE AMOUNT OF \$35,000.00; FROM THE UTILITY SPECIAL DISTRICT CONTINGENCY ACCOUNT NO. 411-1417-536-0-5999 INTO THE UTILITY DISTRICT PROFESSIONAL SERVICES ACCOUNT NO. 411-1438-535-0-3106; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 411-1438-535-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Utility Special District Board approves payment to the Florida Department of Environmental Protection, in the amount of \$35,000.00, as a result of a leak from the wet well interconnect pipe at Lift Station 1A into the Intracoastal.

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

SECTION 1: That the Board hereby authorizes the Interim District Finance Director to transfer funds, in the amount of \$35,000.00 from the Utility Special District Contingency Account No. 411-1417-536-0-5999 into the Utility Special District Professional Services Account No. 411-1438-535-0-3106.

SECTION 2: That the District Board hereby approves said payment to the Florida Department of Environmental Protection, in the amount of \$35,000.00, for imposed fine.

RESOLUTION NO. 28-07UD
PAGE 2

SECTION 3: That the Interim Finance Director is authorized to make payment for same under Account No. 411-1438-535-0-3106.

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

RESOLUTION NO. 28-07UD
PAGE 3

PASSED AND APPROVED THIS 28th DAY OF November, 2007

APPROVED:


SHELBY L. LOWE
DISTRICT CHAIRPERSON

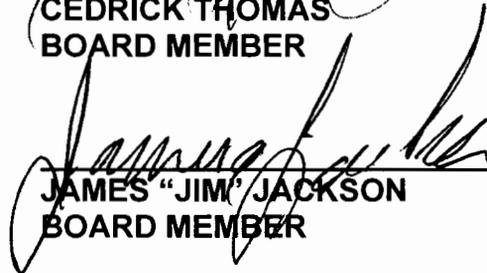

LYNNE L. HUBBARD
VICE CHAIRPERSON

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: L. Hubbard

S. LOWE aye

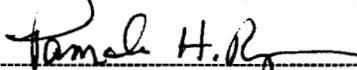
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 11/20/07

RESOLUTION NO. 29-07UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING AND APPROVING THE WORK TASK FROM JORDAN JONES & GOULDING (JJG) ENGINEERING, IN THE AMOUNT OF \$183,900; TO PROVIDE PROFESSIONAL ENGINEERING DESIGN REHABILITATION SERVICES TO UPGRADE EIGHT (8) FILTERS IN THE NORTH FILTER BUILDING AT THE WATER TREATMENT PLANT; USING THE CITY OF RIVIERA BEACH ENGINEERING SERVICES CONTRACT; AND PAY THIS AMOUNT FROM ACCOUNT NO. 412-1437-533-0-6559; AND PROVIDING AN EFFECTIVE DATE,

WHEREAS, the engineering firm of Jordan Jones & Goulding has prepared and submitted to the Utility Special District, a work task for professional engineering rehabilitation design services to upgrade the eight (8) filters in the North Filter Building with electrically operated control valves, upgrading the filter consoles for these eight filters; and

WHEREAS, the primary purpose for this work task is to upgrade aging elements at the WTP which are beyond feasible repairs and to ensure the District continues to comply with mandated water treatment regulations; and

WHEREAS, this project will be using the City of Riviera Beach Engineering Services Contract.

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

RESOLUTION NO. 29-07UD
PAGE 2

SECTION 1: That the Utility District Board approves the work task from Jordan Jones & Goulding (JJG), in the amount of \$183,000; to provide engineering rehabilitation design services for the upgrading of eight filters in the North Filter Building.

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 \$183,000.

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

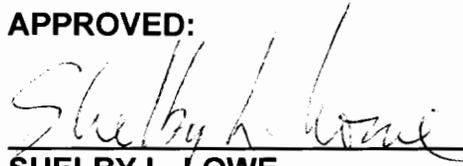
RESOLUTION NO. 29-07UD

PAGE 3

11

PASSED AND APPROVED THIS 28th DAY OF November, 2007

APPROVED:

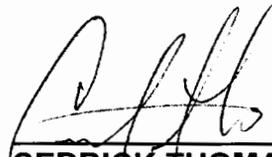

SHELBY L. LOWE
DISTRICT CHAIRPERSON

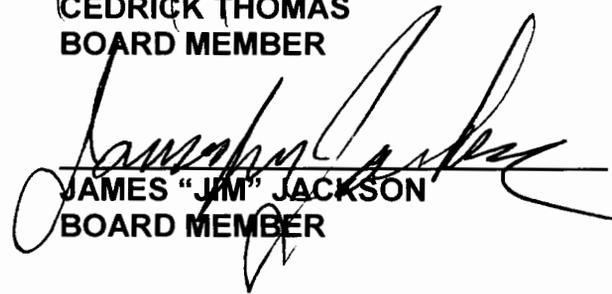

LYNNE L. HUBBARD
VICE CHAIRPERSON

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: L. Hubbard

S. LOWE aye

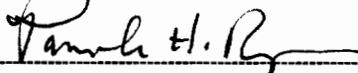
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 11/15/07