

RESOLUTION NO. 1-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO APPROVE AMENDMENT NUMBER ONE TO THE UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT UTILITY EXPENSE) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ACCEPTING A PROPOSED COST SAVING INITIATIVE; AND AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AMENDMENT NUMBER ONE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Utility Special District is working with the Federal Department of Transportation (FDOT) on Project No. 229744-3-56-01 (PROJECT) for the milling and resurfacing between South of 13th St and Silver Beach Road; and

WHEREAS, FDOT is submitting Amendment Number One to Utility Work by Highway Contractor Agreement (at Utility Expense) to modify the agreement to include a proposed Cost Saving Initiative; and

WHEREAS, FDOT's contractor, Gibbs & Register, Inc. has proposed the planned location of the new 12" water main will be revised from beneath the outside northbound thru lane to an area within the median saving approximately \$80,899.84; and

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:

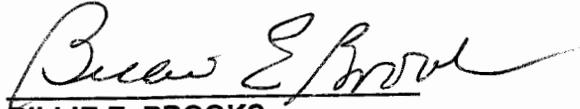
SECTION 1: That Amendment Number One between the Utility Special District and FDOT is approved due to the proposed Cost Saving Initiative of approximately \$80,899.48.

SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute Amendment Number One to Utility Work by Highway Contract Agreement (at Utility Expense); and

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

PASSED AND APPROVED this 16th day of January, 2013

APPROVED:

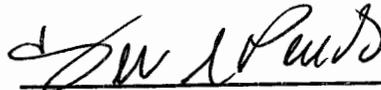


BILLIE E. BROOKS
CHAIRPERSON

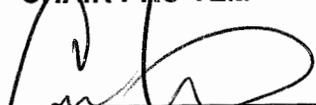
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



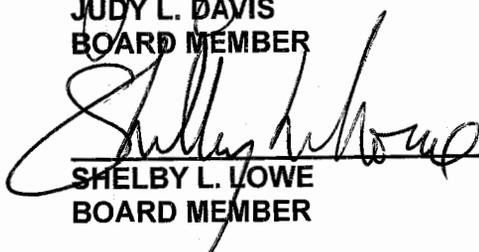
DAWN S. PARDO
CHAIR PRO-TEM



CEDRICK A. THOMAS
BOARD MEMBER



JUDY L. DAVIS
BOARD MEMBER



SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

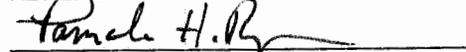
D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 12/14/12

RESOLUTION NO. 2-13UD

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) HITACHI HYDRAULIC EXCAVATOR, AT AN APPROXIMATE COST OF \$23,344.00 FROM NORTRAX, WEST PALM BEACH, FL, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES 2012-2013 CONTRACT FOR PURSUIT, ADMINISTRATIVE NON-PURSUIT, UTILITY VEHICLES, TRUCKS VANS AND OTHER FLEET EQUIPMENT CONTRACT BID AWARD 12-10-0905, (STATE CONTRACT); BEGINNING NOVEMBER 01, 2012 THROUGH SEPTEMBER 30, 2013; AND THAT THE UTILITY DISTRICT BOARD AUTHORIZE THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAP: VEHICLE LINE ITEM NO. 411-1417-536-0-6451; AND MAKE PAYMENT FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Special District is in need of purchasing one (1) new Hydraulic Excavator to be used by the Utility District Wastewater Collection System staff; and

WHEREAS, this excavator will allow staff to make repairs to water and sewer lines in areas too small for the backhoe such as rear property, utility easements, etc., and

WHEREAS, the excavator will increase employee productivity by lessening the time needed to repair water and sewer lines; and

WHEREAS, this purchase will piggy-back under the Florida Sheriffs' Association Bid No. 12-10-0905 (State Contract); ending September 30, 2013, from Nortrax, West Palm Beach, Florida; and

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 equipment purchase from Nortrax, West Palm Beach, Florida, for the Utility Special District, in the amount of \$23,344.00.

SECTION 2: That the Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-6451.

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

PASSED AND APPROVED this 16th day of January, 2013.

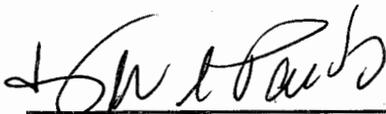
UTILITY SPECIAL DISTRICT

APPROVED:

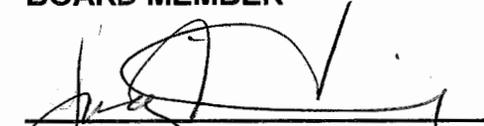

BILLIE E. BROOKS
CHAIRPERSON

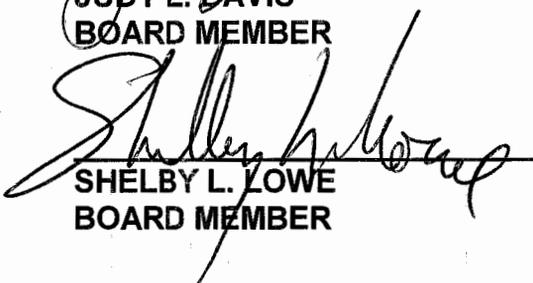
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
VICE CHAIRPERSON


CEDRICK A. THOMAS
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____

RESOLUTION NO. 3-13UD

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 EVALUATION COMMITTEE TO NEGOTIATE A CONTRACT WITH C SOLUTIONS INC. OF FORT LAUDERDALE, FLORIDA FOR THE REHABILITATION/REPLACEMENT OF LIFT STATIONS #10 AND #50 FOR THE CITY OF RIVIERA BEACH UTILITY DISTRICT, AS IDENTIFIED IN THE CITY'S RFQ NO. 371-12; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Riviera Beach Procurement Code, Request for Qualifications were advertised to solicit qualified professional engineering consultants for the Rehabilitation/Replacement of Lift Stations #10 and #50; and

WHEREAS, eight (8) firms submitted proposals which were publicly opened and announced and an evaluation committee consisting of the Utility District Executive Director, Assistant Executive Director, Water/Sewer Systems Superintendent, Palm Beach County Utilities Deputy Director convened to review and discuss the responses to the City's RFQ for the rehabilitation/replacement of Lift Stations #10 and #50. After review of proposals, three (3) short-listed firms, namely C Solutions, Inc., Kimley Horn and Associates, and Calvin Giordano & Associates were invited to give oral presentations before the committee; and

WHEREAS. C Solutions, Inc., an engineering firm of Fort Lauderdale, Florida, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications No. 371-12; and in accordance with the State of Florida's "Consultants" Competitive Negotiation Act" (FS 287-055), staff recommends that the Board authorize the negotiation of a contract; and

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 a contract with C Solutions Inc for the rehabilitation/replacement of Lift Stations #10 and #50.

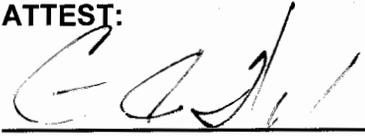
SECTION 2: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 16th day of January, 2013.

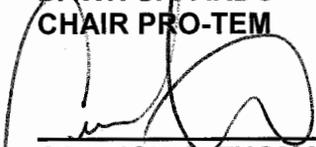
APPROVED:


BILLIE E. BROOKS
CHAIRPERSON

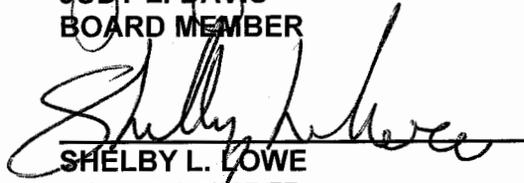
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


CEDRICK A. THOMAS
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

D. PARDO AYE

C. THOMAS AYE

J. DAVIS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: _____

RESOLUTION NO. 4-13UD

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 THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A CONTRACT WITH C SOLUTIONS INC. OF FORT LAUDERDALE, FLORIDA FOR THE REHABILITATION/REPLACEMENT OF LIFT STATIONS #10 AND #50 FOR THE CITY OF RIVIERA BEACH UTILITY DISTRICT, AS IDENTIFIED IN THE CITY'S RFQ NO. 371-12; IN THE NOT TO EXCEED AMOUNT OF \$289,500; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1438-535-0-6556; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Riviera Beach Procurement Code, Request for Qualifications were advertised to solicit qualified professional engineering consultants for the rehabilitation/replacement for Lift Stations #10 and #50 as identified in the City's RFQ No. 371-12; and

WHEREAS, eight (8) firms submitted proposals which were publicly opened and announced and an evaluation committee consisting of the Utility District Executive Director, Public Works Director, Utility District Assistant Executive Director, Water/Sewer Systems Superintendent, Palm Beach County Utilities Deputy Director and the Senior Procurement Specialist convened to review and discuss the responses to the City's RFQ for the rehabilitation/replacement for Lift Stations #10 and #50. After review of proposals, three (3) short-listed firms, namely C Solutions Inc, Kimley Horn & Associates, Inc. and Calvin Giordano & Associates, Inc, were invited to give oral presentations before the committee; and

WHEREAS, C Solutions Inc. of Ft. Lauderdale, Florida, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications No. 371-12; and in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287-055), staff recommended that the Board authorize the negotiation of a contract and;

WHEREAS, on January 16, 2013, Resolution No. 3-13UD was submitted and approved by the District Board authorizing staff to negotiate a contract with C Solutions Inc. This process has been completed by the District Staff; and it is our recommendation, that the District Board approves the Contract in an amount not to exceed \$289,500.

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 contract between the City of Riviera Beach Utility Special District and C Solutions Inc. is approved to provide professional engineering services for the rehabilitation/replacement for Lift Stations #10 and #50.

SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute the contract with C Solutions Inc. on behalf of the District

SECTION 3: That the Finance Director is authorized to make payment for same under Account Number 413-1418-535-0-6556 in the amount not to exceed \$289,500.

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

PASSED AND APPROVED this 6th day of February, 2013.

APPROVED:


BILLIE E. BROOKS
CHAIRPERSON

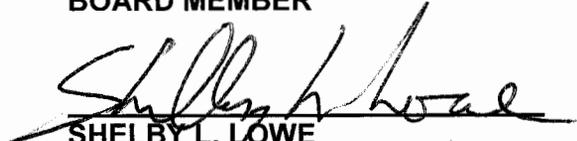
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM

ABSENT
CEDRICK A. THOMAS
BOARD MEMBER

ABSENT
JUDY L. DAVIS
BOARD MEMBER


SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: D. Pardo

SECONDED BY: S. Lowe

B. BROOKS AYE

D. PARDO AYE

C. THOMAS ABSENT

J. DAVIS ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: _____

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND
C SOLUTIONS INC. WATER AND WASTEWATER ENGINEERS
FOR
PROFESSIONAL ENGINEERING SERVICES-REHABILITATION/REPLACEMENT OF
LIFT STATIONS NO. 10 AND NO. 50**

THIS CONTRACT is entered into this 6th day of February, 2013 between the City of Riviera Beach Utility Special District, Florida (hereinafter referred to as ("DISTRICT")) and C Solutions Inc., a Florida Corporation whose office is in Fort Lauderdale, Florida and whose Federal Identification number is 20-2591227 (hereinafter referred to as ("ENGINEER")).

WHEREAS, it has been determined that it is advisable, and desirable to employ a qualified firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering planning and design services required in conjunction with the Rehabilitation/Replacement of Lift Stations #10 and #50 for the Utility District; and

WHEREAS, the DISTRICT, in accordance with the Consultant's Competitive Negotiation Act, has selected the ENGINEER to be the most qualified firm; and

WHEREAS, the DISTRICT is now desirous of contracting with ENGINEER to provide professional engineering services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

This Scope of Services had been prepared with the objective of providing engineering services for the rehabilitation/replacement of LS 10 and LS 50 for the DISTRICT. See Exhibit "A" for the Scope of Services (attached) which includes a Not to Exceed Fee of \$289,500.

ARTICLE 2 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

- A. Provide complete and detailed information as to its requirements for the Project.
- B. Assist ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- C. Furnish to ENGINEER, as required by for the performance of the Project, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, and other special data or consultations not covered in Article 2-A; all of which ENGINEER, may rely upon to performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. The Executive Director of the Riviera Beach Utility Special District or designee shall act as DISTRICT's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT's policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEERS services.
- H. Furnish or direct ENGINEER, to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.
- I. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 3 – PERIOD OF SERVICE

It is mutually agreed by DISTRICT and ENGINEER that this Contract is for a period to include the design and construction of the projects as detailed in Exhibit A.

ARTICLE 4 – PAYMENTS TO ENGINEER

- A. ENGINEER shall invoice the DISTRICT not more frequently than monthly for services that have been rendered in conformity with this Contract. The DISTRICT's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will be paid within thirty (30) days following the DISTRICT representative's approval.
- B. Final Invoice – In order for both parties herein to close their books and records, ENGINEER will clearly state "final invoice" on the ENGINEER's final/last billing to the DISTRICT. This certifies that all Services have been properly performed and all charges have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the ENGINEER.
- C. If the DISTRICT fails to make any payment due the ENGINEER for services and expenses under this Contract within forty-five (45) days after the ENGINEER's transmittal of its invoice to the DISTRICT, the ENGINEER may, after giving notice to the DISTRICT, suspend services under this Contract in question until it has been paid in full all amounts due.
- D. If the DISTRICT disputes any invoice or part of an invoice, DISTRICT shall notify ENGINEER of such dispute within fifteen (15) days of receipt of the invoice. DISTRICT reserves the right to off-set, reduce or withhold any payment to ENGINEER in accordance with the terms and conditions of this Contract.

ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER 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 not higher than those charged to the ENGINEER'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's 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 engineers. The DISTRICT shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 6 – TERMINATION

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notices to the DISTRICT's representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER shall be paid for services rendered to the DISTRICT's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT, the ENGINEER 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 in the format acceptable to DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the ENGINEER and DISTRICT shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under this Contract.

ARTICLE 7 – PERSONNEL

The ENGINEER 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 ENGINEER 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.

The ENGINEER shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

The ENGINEER agrees that it is fully responsible to the DISTRICT for the acts and commissions of sub-consultants and of persons either directly or indirectly employed by the ENGINEER. Nothing contained herein shall create any Contractual relationship between any subcontractor and the DISTRICT.

All of the ENGINEER's personnel (and all sub-consultants) while on DISTRICT premises, will comply with all DISTRICT requirements governing conduct, safety and security.

ARTICLE 8 – SUBCONTRACTING

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

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

If sub-consultant(s) are used, the ENGINEER shall use only licensed and insured sub-consultant(s). All sub-consultants shall be required to promptly make payments to any person who, directly or indirectly provides services or supplies under this Contract.

The ENGINEER shall be responsible for the performance of all sub-consultants.

ARTICLE -9- SBE PARTICIPATION

Consistent with the City procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. ENGINEER is hereby informed that the CITY has established a goal of 15% participation of SBE. ENGINEER is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of the Contract. The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE- 10 – 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 ENGINEER. The ENGINEER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill Contractual obligation with the DISTRICT, nor is the ENGINEER authorized to use the DISTRICT's Tax Exemption Number in securing such materials.

The ENGINEER 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 -11- INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the ENGINEER 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 ENGINEER 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 ENGINEER of its liability and obligations under this Contract.
- B. The ENGINEER shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of \$1, 000,000.00 Contractual liability per claim/annual aggregate.
- C. The ENGINEER 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 ENGINEER 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 ENGINEER or by anyone directly or indirectly employed by or contracting with the ENGINEER.
- D. The ENGINEER 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 ENGINEER 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 non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.
- 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 ENGINEER shall specifically include the DISTRICT as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

The ENGINEER shall indemnify and save harmless the DISTRICT, its employees from and against liability, losses, which arise from any negligent act or omission of the ENGINEER, its agents, servants, or employees in the performance of services under this Contract.

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

The ENGINEER shall defend all actions arising from ENGINEER's negligent acts, in the name of the DISTRICT, when applicable, and all costs and fees associated therewith shall be the responsibility of the ENGINEER.

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 limits provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The DISTRICT and the ENGINEER 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 ENGINEER 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 ENGINEER.

ARTICLE 14 - DISPUTE RESOLUTION AND VENUE

All claims arising out of the Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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, and if necessary be litigated by non-jury trial.

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 hereafter existing at law or in equity or by statute or otherwise. No single or partial excuse by any party of any right, power, remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The ENGINEER 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 ENGINEER further represents that no person having any such conflicting interest shall be employed for said performance.

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The ENGINEER 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 ENGINEER or its sub-consultants 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 ENGINEER's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the ENGINEER's failure to perform was without its or its sub-consultants 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 ENGINEER 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 engineer 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 ENGINEER'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 ENGINEER 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 forms of indebtedness. The ENGINEER 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 ENGINEER 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 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 ENGINEER 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 bases, 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 shall hold the ENGINEER harmless should the DISTRICT use any of the ENGINEER's work products for a purpose other than that intended by the ENGINEER.

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

All covenants, contracts, 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 ENGINEER 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 ENGINEER's sole direction, supervision and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER'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 ENGINEER does not have the power or authority to bind the DISTRICT in any promise, contract or representation other than as specifically provided for in this Contract.

ARTICLE 21 – CONTINGENT FEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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 ENGINEER, 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 ENGINEER shall maintain adequate records to justify all charges, expenses, and costs concurred 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 ENGINEER's place of business.

ARTICLE 23 – NONDISCRIMINATION

The ENGINEER 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, ENGINEER 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. All parties shall be responsible for their own attorneys fees, court costs and expenses 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.

ARTICLE 25 – AUTHORITY TO PRACTICE

The ENGINEER 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 ENGINEER 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 F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants 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 ENGINEER of the DISTRICT's notification of a contemplated change, the ENGINEER 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 to the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the ENGINEER's ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the ENGINEER 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 ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT 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:

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o LOUIS C. AURIGEMMA, P.E., EXECUTIVE DIRECTOR
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**C SOLUTIONS INC.
c/o MARK DRUMMOND, P.E., BCEE, PRESIDENT
610 SE 14th COURT, NO. 2
FORT LAUDERDALE, FLORIDA 33316**

ARTICLE 30 – ENTIRETY OF CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT 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 the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

ARTICLE 31 – 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 32 – PREPARATION

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

ARTICLE 33 – MATERIALITY

All provisions of the Contract shall be deemed material, in the event ENGINEER 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 34- REPRESENTATION/BINDING AUTHORITY

ENGINEER 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, Mark Drummond, P.E., BCEE, President, hereby represents to the DISTRICT that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of the 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 35 – EXHIBITS

Each exhibit referred to in this Contract forms as 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. "Exhibit A" is hereby attached and describes the Scope of Work.

ARTICLE 36 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "A" and RFQ NO. 371-12. The ENGINEER agrees to be bound by all the terms and conditions as set forth in this Contract and RFQ NO. 371-12. To the extent there exists a conflict between this Contract and RFQ NO. 371-12, 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 37 – LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 38 – 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 39 – 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 40 – 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 sub-consultant 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 ENGINEER;
- B. The filing of any judgment lien against the assets of the ENGINEER 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 ENGINEER; or
- C. The filing of a petition by or against the ENGINEER for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the ENGINEER or the ENGINEER's property; or an assignment by the ENGINEER for the benefit of creditors; or the taking possession of the property of the ENGINEER by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the ENGINEER; or if a temporary or permanent receiver or trustee shall be appointed for the ENGINEER or for the ENGINEER's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 41 – WAIVER OF SUBROGATION

The ENGINEER 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 contract to waive subrogation without an endorsement, then the ENGINEER 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 ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 42 – RIGHT TO REVIEW

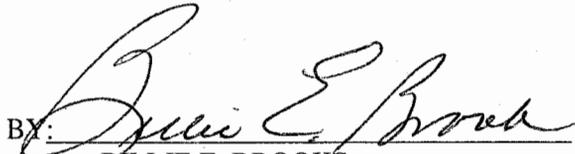
The DISTRICT, by and through its Risk Management Department, in cooperation with the contract/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. 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 RIVIEREA BEACH UTILITY SPECIAL DISTRICT

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

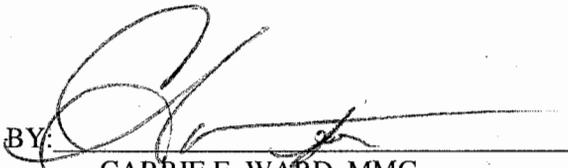
DISTRICT: CITY OF RIVIEREA BEACH USD

ENGINEER: C SOLUTIONS INC.

BY: 
BILLIE E. BROOKS
CHAIRPERSON

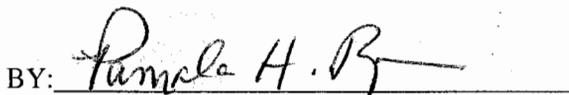
BY: 
MARK DRUMMOND, P.E., BCEE
PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
DISTRICT ATTORNEY

BY: 
LOUIS C. AURIGEMMA, R.E.
EXECUTIVE DIRECTOR
UTILITY SPECIAL DISTRICT

DATE: 2/6/13

Exhibit A
Scope of Services
Lift Stations No. 10 and 50
Design, Permitting and Bidding Services

I. BACKGROUND

The City of Riviera Beach has 51 wastewater lift stations in its service area that are owned and operated by the City of Riviera Beach Utility District (DISTRICT). Of these, five lift stations are considered master pump stations: LS50, LS47, LS1A, LS10 and LS12. LS50 and 47 are the primary master lift stations and all flow in the City is designed to be repumped by one of these stations. LS10 repumps all flow from Singer Island to LS1A where it is repumped with other flows from the eastern part of the City to LS50. Lift Stations 10 and 50 are critical to the collection and transmission of wastewater on Singer Island and in a larger part the entire eastern portion of the City. LS10 and 50 have both passed the end of the estimated useful design lives and LS 50 is in critical need of major repairs.

Due to the critical nature of the lift stations, RBUD has decided to rehabilitate / replace Lift Station No. 10 located on Singer Island and Lift Station No. 50 located at the Avenue U repump station site. Request for qualifications to retain a professional engineering consultant(s) to provide engineering services for the rehabilitation / replacement of LS 10 and LS 50 was advertised in RFQ. No. 371-12 and C Solutions, Inc. (ENGINEER) was selected to provide these services.

II. SCOPE OF SERVICES

The CONSULTANT will perform the engineering scope of services as described herein.

TASK 1 SITE INVESTIGATION/DATA COLLECTION

1.1 Data Collection (Hydraulic Criteria)

Data related to forcemain pressures and flows will be collected for both LS 10 and 50 using dataloggers and pressure recorders. Recording equipment for the collection of this data will be provided and installed by DISTRICT staff. ENGINEER will be present at the installation of the equipment and also be responsible for the download of data from the equipment. It is recommended that data collection be initiated immediately and that data be collected concurrently for a minimum of two rounds of 14 days each at lift station numbers 10, 1A, 50 and 47. ENGINEER will also obtain historical flow data or other data used to estimate historical flows for Lift Stations 10, 1A, 50 and 47 for DISTRICT's existing records and SCADA system.

1.2 Topographic Survey

ENGINEER will perform a topographical and boundary survey of the project sites at both LS 10 and 50 for the purpose of locating existing structures, obstructions, landscaping and utilities on site. The survey will establish a control traverse and bench marks (North American Vertical Datum) at sufficient intervals to support the topographic survey to be utilized on the design plans. Above ground features within the established survey boundaries will be located including: edges and corners of all structures, pavement, swales, sidewalks, fences, light poles, handrails, storm manholes, driveways types, trees, overhanging trees in right of way, meter boxes, centerline and crown of roads, irrigation systems, fire hydrants and valves, and overhead utilities. Underground features of sanitary manholes, storm manholes, catch basins, and underground structures such as wetwells will be located. Where possible, the material, pipe sizes, and invert elevations will be determined or measured. The survey also will tie in any subdivision corners, lot corners and plat corners which can be located along the right-of-way lines. This will not constitute a boundary or right-of-way survey as defined in the Minimum Technical Standards for Land Surveying and Mapping. Ownership and title searches are not included but the project site shall include the property's legal description. Any easements, if applicable, will be based on information obtained from record plats. The site survey boundary for the LS 10 project site will extend from the seawall to the right-of-way (ROW) boundary on the eastern side of Park Avenue, from the northern ROW boundary of Yacht Harbor Drive to the property line of the single family home located directly to the south of the existing LS No. 10 on the western side of Park Avenue. The site survey boundary for the LS 50 project site will extend from forty (40) feet south of the entrance roadway existing on project site (south of the existing LS No. 50) to the northern property line of the site and extend from the eastern right-of-way (ROW) of Avenue U to 10 west of the existing truck washdown slab on the existing LS No. 50 site.

ENGINEER will review existing "As-Built" drawings of both the LS No. 10 and 50 project sites pertaining to underground piping and utilities within the vicinity of the proposed construction activities in addition to the information obtained from the site surveys. DISTRICT will assist the ENGINEER in verifying key underground piping and other utilities by excavating selected locations requested by ENGINEER. ENGINEER shall obtain spot elevations of underground piping of those locations requested to establish as-built elevations necessary for the design of the rehabilitation of LS No. 10 and 50. A total of 10 spot elevations inclusive of both sites are included as part of this Task. The soft dig to prepare the spots for survey locate will be performed by DISTRICT.

1.3 Geotechnical Investigation

ENGINEER shall perform one Standard Penetration Test (SPT) boring to a depth of 40 feet at LS No. 10. The SPT boring will be used to determine existing soil characteristics adjacent to the seawall and proposed modifications for LS No. 10 and to estimate soil bearing capacity for potential structural modifications to LS No. 10. ENGINEER shall perform two Standard Penetration Test (SPT) boring to a depth of 25 feet at LS No. 50. The SPT boring will be used to determine existing soil characteristics at the proposed location of the new lift station (to the north of the existing LS No. 50) and to estimate soil bearing capacity for any structural design for the new pump station.

The ENGINEER will provide a geotechnical report summarizing the results of the standard penetration test.

Task 1 Deliverables:

- 1.1 Memorandum summarizing data collection
- 1.2 Copy of the topographic survey
- 1.3 Copy of the geotechnical report

TASK 2 – EVALUATION OF HYDRAULIC DESIGN Criteria

Under the Water and Wastewater Master Plan for DISTRICT, Hazen and Sawyer created a system-wide hydraulic model of the wastewater collection system, including the service areas for lift stations 10 and 50. This task provides engineering services necessary to create additional modeling scenarios that refine the hydraulic design criteria and provide more precise hydraulic conditions required for efficient pump selection.

To establish the hydraulic operational envelop (ranges for flows and pressures) for LS 10 and 50; the ENGINEER will create specific scenarios for the existing computer simulated wastewater hydraulic model for LS 10 and LS 50. ENGINEER will use the existing model (WaterCAD Version V8i software by Bentley Systems, Incorporated) for additional hydraulic modeling scenarios. The results of these more detailed scenarios will be used to define an operational envelope and select pumps necessary to meet the anticipated transmission system pressure requirements for LS10 and 50 at minimum, average and peak flow conditions.

The ENGINEER will prepare a technical memorandum recommending the design approach for both LS 10 and 50. This memorandum will include: the results of hydraulic model evaluations, the results of evaluations performed to confirm the feasibility of the rehabilitation of LS 10, and the feasibility for the replacement of LS 50 with an inline booster station. DISTRICT will provide an approval of the recommended design approach for LS 10 and 50 within four (4) days following the technical memorandum submittal.

Task 2 Deliverable:

Technical Memorandum summarizing the hydraulic design criteria and recommended design approach for LS 10 and 50.

TASK 3 DETAILED DESIGN

ENGINEER will perform the detailed design of the rehabilitation of both LS 10 and 50. The design will include three design submittals at 60%, 90% and 100% design completion milestones as defined below. ENGINEER will perform internal QA/QC reviews and constructability reviews at the 60%, 90% and 100% design completion milestones. DISTRICT will provide review comments of the 60% and 90% design submittals to ENGINEER within four (4) days from receipt of each submittal. ENGINEER will provide 100% design completion contract documents upon receipt of DISTRICT's comments on the 90% design completion submittal. ENGINEER will prepare an opinion of probable construction cost at the 60%, 90% and 100% design completion milestone.

The design for the rehabilitation for LS No. 10 will include all required architectural, structural, mechanical, electrical, and instrumentation improvements and shall, in general, include the following: Evaluation of the structural integrity of the existing wetwell and evaluation of the stability of the soils between the adjacent seawall and the wetwell.

- Rehabilitation of the existing wet well and replacement of submersible pumps with new submersible pumps that handle the hydraulic conditions defined in the hydraulic model scenarios.
- Demolition and relocation of the existing valve vault to the northern side of the existing wetwell with new pipes and valves installed.
- Modification of LS No. 10 yard piping. Piping modifications shall include discharge piping relocations as well as a new connection to the existing discharge forcemain.
- Pump selection and configuration to handle existing and future estimated wastewater pumping capacities to the year 2030.
- Addition of new emergency generator to handle the lift station electrical load and satisfy permit requirements. Generator fuel storage facilities will be sized and provided in accordance with the jurisdictional agency's regulatory requirements.
- Demolition of existing LS No. 10 Valve Vault and related structures that will be rehabilitated.

The design for the rehabilitation for LS No. 50 will include required architectural, structural, mechanical, electrical, instrumentation, and HVAC improvements and shall, in general, include the following:

- Design of a new in-line booster pump station with variable frequency drive units to be located north of the existing LS No 50 on the same site.
- Modification of LS No. 50 yard piping. Piping modifications shall include pump station suction and discharge piping relocations as well as the relocation of the pump station bypass piping.
- Pump selection and configuration to handle existing and future estimated wastewater pumping capacities to the year 2030.
- New FPL electrical service to support the increased load, if required.
- Replacement of existing emergency generator to handle requirements of new inline booster station. Generator fuel storage facilities will be sized and provided in accordance with the jurisdictional agency's regulatory requirements.
- Site sanitary lift station to support existing pump station sanitary facilities.
- Demolition of the Existing Master Lift Station No. 50.

3.1 60% Design Submittal

CONSULTANT will prepare and submit three (3) sets of technical specifications and drawings to DISTRICT. These technical specifications and drawings will consist of the existing conditions and a conceptual design for review by DISTRICT. A preliminary estimate of probable construction cost will be prepared and submitted. ENGINEER will attend one review meeting with DISTRICT staff to discuss comments after the 60% submittal.

3.2 90% Design Submittal

ENGINEER will prepare and submit required sets of technical specifications and drawings to DISTRICT. These drawings will incorporate comments received at the 60% design review. Additionally, these drawings will incorporate all the details and information necessary for the completion of the project for a final review. An estimate of probable construction cost will be prepared and submitted. ENGINEER will attend one review meeting with DISTRICT staff to discuss comments after the 90% submittal.

3.3 Final Submittal (100% Design Submittal)

ENGINEER will utilize the 90% plan and specification review to prepare the bid set of construction document

ENGINEER will produce required sets of technical specifications and drawings for bid. An opinion of probable construction cost will be submitted.

Task 3 Deliverables:

- 3.1 60% Technical specifications, drawings, and cost estimate
- 3.2 90% Technical specifications, drawings, and cost estimate
- 3.3 60% Technical specifications, drawings, and cost estimate

TASK 4 PERMITTING SERVICES

ENGINEER will provide technical criteria, written descriptions, and design data in support of applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. ENGINEER will prepare and submit, on behalf of DISTRICT, construction permit applications and required support documentation to the following regulatory agencies:

- 1) State of Florida Department of Environmental Protection (Pump Station Construction Permit)
- 2) Palm Beach County Department of Health and Rehabilitative Services (Pump Station Construction Permit)
- 3) Palm Beach County Department of Environmental Resource Management (Fuel Storage Permit)
- 4) City of Riviera Beach Planning/Zoning DRC Site Plan Approval
- 5) City of Riviera Beach Building Department

All associated permit applications and filing fees shall be determined by ENGINEER and paid by DISTRICT. In addition to the preparing permit applications for each of the above regulatory agencies, ENGINEER shall assist DISTRICT in consultations with the appropriate authorities, including the attendance at one review meeting with the Staff of each agency.

TASK 5 BIDDING SERVICES

ENGINEER will furnish bidding services as described below:

- A. ENGINEER will issue six (6) copies of Contract documents to the DISTRICT's purchasing office. Delivery shall be made within two (2) calendar days of ENGINEER's receipt of request by DISTRICT.
- B. ENGINEER will respond to bidders' inquires and prepare addenda necessary to clarify the bidding documents and distribute to DISTRICT's purchasing office.
- C. ENGINEER will attend one pre-bid conference. This task also includes conducting a single visit to the site of the work with prospective bidders.
- D. ENGINEER will attend one bid opening and prepare a bid tabulation.
- E. ENGINEER T will review the acceptability of subcontractors, suppliers, equipment and other information submitted by the apparent low bidder.
- F. ENGINEER will consult with DISTRICT concerning the acceptability of substitute materials and equipment proposed by the apparent low bidder.
- G. ENGINEER will review the submittals and provide written recommendations to DISTRICT for award of a construction contract.
- H. ENGINEER shall prepare "As-Bid" Contract Documents which reflect the changes made during the bidding period by addenda and provide six (6) sets of "As-Bid" Contract Documents for execution by DISTRICT and the successful bidder.

Task 5 Deliverables:

- Bid tabulation and recommendation of award letter
- "As-Bid" Contract Documents

ASSUMPTIONS

This Authorization scope of services is based on the following:

- A. No site irrigation or landscape design is included in this Authorization.
- B. The design is based on the preparation of a single set of Contract Documents for all upgrades as identified herein. The preparation of documents for the purpose of pre-purchasing equipment necessary for the pump station upgrade is not included in this Authorization.
- C. All work associated with the handling, containment, removal and disposal of any hazardous substances (asbestos piping, paint containing lead) is not included in this Authorization other than identifying in the bidding documents the rules and regulations to be followed for the proper handling, containment, removal and disposal of asbestos material and paint containing lead.
- D. DISTRICT will provide the design of landscaping improvements and modifications for the pump station site. All technical specifications and drawings for the landscaping improvements and modifications will be prepared by DISTRICT and will be incorporated into the bidding documents. ENGINEER will provide DISTRICT with a site base drawing in AutoCad format for use in preparing the landscape improvement and modification drawings.
- E. It is assumed that the pump area for LS 50 will be open air (pumps placed on slab). Additional Building design can be provided as required as Additional Services.
- F. It is assumed that the Construction will last no more than 12 months.
- G. It is assumed that DISTRICT will provide written comments within four (4) days of receipt of a submittal.

ADDITIONAL SERVICES

ENGINEER will perform other services related to the rehabilitation of LS No. 10 and 50 as requested by DISTRICT, but not specially defined in this scope of services. Examples of services that are currently being considered in this regard include the following:

- 1) Construction Services, including but not limited to: Construction Management; Construction Meetings; RFIs; Shop Drawing Review; Project Progress Review; Resident and Specialty Construction Inspection; Assistance during commissioning start-up, and performance testing of constructed facilities; Project Closeout and Certification; and Office Support Services
- 2) Value Engineering Services
- 3) Underground location services not specifically defined above
- 4) Auxiliary building design or renovation of existing LS No. 50 buildings not specifically identified in the above design services: including but not limited to additional Structural, Architectural, HVAC, Electrical, Mechanical, Civil and Plumbing Design Services

The ENGINEER will be responsible for activities associated with the engineering during construction (Construction Services), considered as part of additional services, for the design services provided in this Contract. When DISTRICT desires the ENGINEER to perform any additional services related to the rehabilitation of Lift Stations 10 and 50, the ENGINEER will submit a detailed scope of services and budget for the work to be performed. Any such work will be added to the ENGINEER's Scope of Services (Exhibit A) for this Contract by written amendment.

III. Time of Completion

The Notice to Proceed (NTP) defines the official commencement of the ENGINEER's contract. The following schedule is based on the notice to proceed (NTP). All days are defined as calendar days.

Task Description	Completion (Days from NTP)
Task 1 - Site Investigation / Data Collection	40
Task 2 - Evaluation of Hydraulic Design Criteria	45
Task 3.1 - 60 % Design Submittal	90
Task 3.2 - 90% Design Submittal	139
Task 3.3 - 100% Design Submittal	173
Task 4 - Permitting Services	180
Task 5 - Bidding Services	TBD

Failure to provide reviews in the time estimated above will result in alteration of the schedule defined above. The Time of Completion for Additional Services defined above will be included in the written amendment to the Scope of Services (Exhibit A).

IV. Proposed Compensation

The ENGINEER shall perform the services defined in this scope of work for a lump sum fee of \$289,500. Invoices will be submitted to DISTRICT monthly and define the current percent complete for the project. The breakdown of fees per task is estimated below.

Task Description	Lump Sum Amount
Task 1 - Site Investigation / Data Collection	\$39,140
Task 2 - Evaluation of Hydraulic Design Criteria	\$33,800
Task 3 - Detailed Design	\$183,720
Task 4 - Permitting Services	\$14,080
Task 5 - Bidding Services	\$9,520
Other Direct Cost (Expenses)	\$9,240
TOTAL	\$289,500

Compensation for Additional Services defined above will be included in the written amendment to the Scope of Services (Exhibit A).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609		CONTACT NAME: Joan Randolph PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS:															
INSURED C Solutions, Inc. 610 SE 14th Court Suite 2 Fort Lauderdale FL 33316		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American Safety Indemnity Co.</td> <td>25433</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Safety Indemnity Co.	25433	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 12-13 Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ENV0265891203	8/24/2012	8/24/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC													
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ENV0265891203	8/24/2012	8/24/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A	Professional Liab limits incl with General Liab		ENV0265891203 CLAIMS MADE FORM	8/24/2012	8/24/2013	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the General Liability policy with respect to work performed by the named insured as required by written contract.

RECEIVED

CERTIFICATE HOLDER **JAN 24 2013** CANCELLATION

CITY OF RIVIERA BEACH UTILITY DISTRICT
 City of Riviera Beach
 Utility Special District
 600 West Blue Heron Blvd
 Riviera Beach, FL 33404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 P Schmalztz/JOANR *Patricia Anne Schmalztz*



State of Florida
*Minority, Women &
Service-Disabled Veteran
Business Certification*

C Solutions Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

03/03/2012 to 03/03/2014

A handwritten signature in black ink, appearing to read "John P. Miles".

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity

State of Florida
Board of Professional Engineers



Mark S. Drummond, P.E.

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES
EXPIRATION: 2/28/2013
AUDIT NO: 228201304268

P.E. LIC. NO:
57428

State of Florida

Board of Professional Engineers



C Solutions Inc.

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201301808

CA. LIC. NO:

27885



Office of Economic and
Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664

This Certificate is Awarded to:

CSOLUTIONS, INC.

As set forth in the Business Opportunity Act of 2004
and/or the County Business Enterprise Act of 2009, the
certification requirements have been met for:

**County Business Enterprise
Small Business Enterprise**

Small Business Development Manager

BC - CBE/SBE - Certificate Expires: 03/14/2014

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

RESOLUTION NO. 5-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO APPROVE AMENDMENT NUMBER ONE TO THE CONTRACT BETWEEN THE UTILITY SPECIAL DISTRICT AND CHEN MOORE AND ASSOCIATES, INC. TO PROVIDE CONTINUING PROFESSIONAL ENGINEERING SERVICES; AND AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE AMENDMENT NUMBER ONE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Utility Special District entered into an Contract with Chen and Associates, Inc. on April 20, 2010 to provide continuing professional engineering services for water treatment, distribution, sewer collection planning and design services; and

WHEREAS, the original Contract was for a period of three (3) years with the option to renew up to four (4) additional one (1) year periods; and

WHEREAS, all costs remained the same except the hourly cost for the Inspector which was reduced by \$10/hour; and

WHEREAS. Chen and Associates Consulting Engineers, Inc. have registered Chen Moore and Associates as a Fictitious Name in February, 2011.

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 Amendment Number One to the Contract between the Utility Special District and Chen Moore and Associates, Inc. is approved.

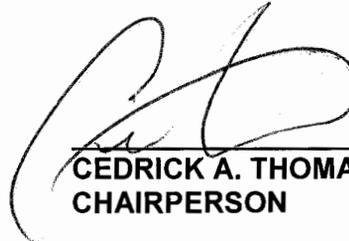
SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute Amendment Number One to the Contract between the Utility Special District and Chen Moore and Associates, Inc.

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

PASSED AND APPROVED this 3rd day of April, 2013

RESOLUTION NO. 5-13UD
PAGE 2

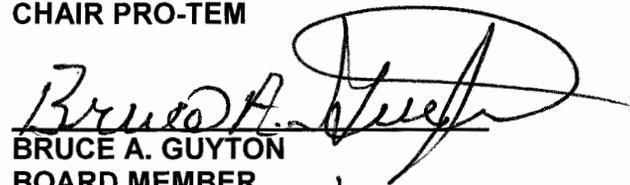
APPROVED:


CEDRICK A. THOMAS
CHAIRPERSON

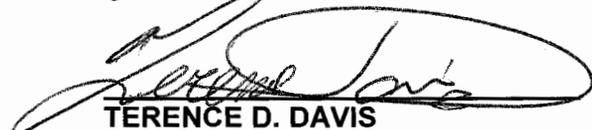
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK

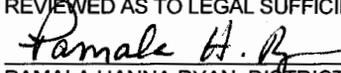

DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO
SECONDED BY: B. GUYTON
C. THOMAS AYE
D. PARDO AYE
B. GUYTON AYE
J. DAVIS AYE
T.DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 3/26/13

**AMENDMENT TO CONTRACT BETWEEN THE CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT AND CHEN MOORE AND ASSOCIATES, INC. FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES**

This Amendment to the Contract Between the City of Riviera Beach Utility Special District and Chen Moore and Associates, Inc. for Continuing Professional Engineering Services (hereinafter referred to as "AMENDMENT") is made and entered into this 3rd day of April, 2013 by and between the City of Riviera Beach Utility Special District, Florida (hereinafter referred to as "DISTRICT") and Chen Moore and Associates, Inc. (hereinafter referred to as "ENGINEER") whose mailing address is 800 West Cypress Creek Road, Suite 630, Fort Lauderdale, Florida 33309.

WITNESSETH

WHEREAS, the DISTRICT entered into a Contract for continuing professional engineering services with ENGINEER on April 20, 2010, (hereinafter referred to as "CONTRACT") to assist the DISTRICT with continuing professional engineering services for water treatment, distribution, sewer collection planning and design services; and

WHEREAS, the initial term of the Contract was from April 20, 2010 through April 20, 2013 with up to four (4) additional one (1) year renewals; and

WHEREAS, this first one (1) year renewal will begin April 20, 2013 through April 20, 2014; and

WHEREAS, Chen and Associates Consulting Engineers, Inc. has registered Chen Moore and Associates as a Fictitious Name in February, 2011.

NOW THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT and ENGINEER agree as follows:

Section 1. That Article 4 of the Contract is hereby amended to extend the expiration date of the Contract from April 20, 2013 to April 20, 2014, with three (3) one (1) year remaining renewal periods.

Section 2. That Exhibit 2 of the Contract entitled "Riviera Beach Rates" is hereby replaced as "Rate Category Billing Table List" attached as Exhibit 2 to this AMENDMENT.

Section 3. That Exhibit 2 Rates remain the same as in the former contract except Inspector which was lowered to \$85/hour (under the "Burned Rate Range" category).

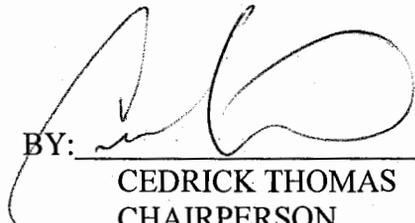
Section 4. In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

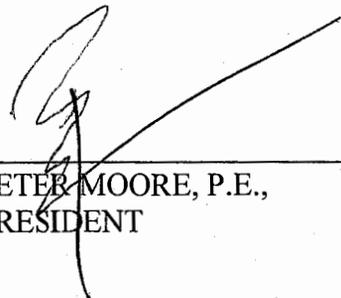
**AMENDMENT TO CONTRACT FOR CONTINUING PROFESSIONAL
ENGINEERING SERVICES**

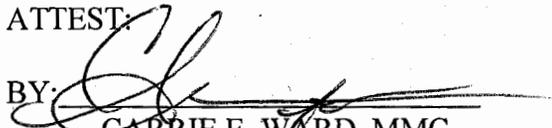
IN WITNESS WHEREOF, The Parties unto this AMENDMENT have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

CONSULTANT: CHEN MOORE AND
ASSOCIATES, INC.

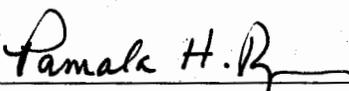
BY: 
CEDRICK THOMAS
CHAIRPERSON

BY: 
PETER MOORE, P.E.,
PRESIDENT

ATTEST:
BY: 
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

BY: 
LOUIS C. AURIGEMMA, P.E.
EXECUTIVE DIRECTOR
UTILITY SPECIAL DISTRICT

DATE: 4/2/13

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND
CHEN AND ASSOCIATES, INC.
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS CONTINUING CONTRACT is entered into this _____ day of _____, 2010, between the City of Riviera Beach Utility Special District, Florida, (hereinafter referred to as "DISTRICT") and CHEN AND ASSOCIATES, INC., a Florida Corporation whose office is in Fort Lauderdale, Florida and whose Federal Identification number is 59-2739866 (hereinafter referred to as "ENGINEER").

WHEREAS, it has been determined that it is advisable and desirable to employ a regionally recognized firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering planning and design services required in conjunction with the development of utility infrastructure and improvements to the existing infrastructure, to perform investigations and office studies, preparing reports, preliminary drawings, design, detailed drawings and specifications, planning, professional, resident, service during construction and frequent consultation with DISTRICT'S personnel; and

WHEREAS, the DISTRICT, in accordance with the Consultant's Competitive Negotiation Act, has selected the ENGINEER to be one of the two most qualified firms; and

WHEREAS, the DISTRICT is now desirous of contracting with ENGINEER to provide continuing professional engineering services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 - BASIC SERVICES OF ENGINEER

ENGINEER shall serve as DISTRICT'S professional engineer and planning representative in those phases of all projects to which this CONTRACT applies, and will give consultation and advice to the DISTRICT during the performance of its services.

- A. **General Project Development** - ENGINEER shall perform professional services as hereinafter provided which include general civil, structural, mechanical and electrical engineering, architectural and other services relating to projects as assigned by DISTRICT. Services include, but are not limited to: (1) the preparation of construction plans and specifications; (2) providing engineering services during construction (3) providing studies, investigations, and consultation as requested by staff; (4) the preparation of grant and permit applications and representation before all applicable governing and regulatory agencies; and (5) and providing monthly status reports for Projects.

In the event, that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the ENGINEER shall submit to the DISTRICT, for its approval, a detailed Scope of Service with an hourly staff rate estimate for each portion of the scope. The ENGINEER'S Lump Sum Fee shall be determined based on the actual hourly labor rates of the ENGINEER'S employees as indicated in Exhibit "2".

J. Definitions Index - For the purpose of this CONTRACT, the following terms are defined as indicated in the sections below:

TERM	ARTICLE	SECTION	PARAGRAPH
Record Drawing	1	(G)	(9)
Project Representative	2	(B)	—
DISTRICT'S Representative	3	(H)	—
Payroll Costs	5	(D)	—
Reimbursable Expenses	5	(E)	—
Opinion of Probable Project Cost	45	—	—

C. Study and Report Phase - After written authorization to proceed, ENGINEER shall:

1. Consult with DISTRICT to determine its requirements for a Project and review available data.
2. Advise DISTRICT as to the necessity of the DISTRICT providing or obtaining from others data or services of the types described in Article 3(C) and act as DISTRICT'S representative in connection with any such services.
3. Provide special analyses of DISTRICT'S needs, planning surveys, site elevations and comparative studies of prospective sites and solutions.
4. Provide general economic analysis of DISTRICT'S requirements applicable to various alternatives.
5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to DISTRICT, and setting forth ENGINEER'S findings and recommendations with opinions of probable costs.
6. Furnish seven (7) copies of the Report and present and review it, in person, with DISTRICT representatives.

D. Preliminary Design Phase - After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1. In consultation with DISTRICT and on the basis of the accepted Report, determine the Scope of a Project.
2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for each Project including construction cost, contingencies, compensation for all professionals and engineers, cost of land, rights-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

4. Furnish seven (7) copies of the above preliminary design documents and present and review them in person with DISTRICT representatives.
5. Furnish copies and solicit review comments from interested governmental and regulatory agencies and utility companies.

E. Final Design Phase - After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by Contractors on the Project (hereinafter called "Drawings"), and Specifications.
2. Furnish to DISTRICT such documents and design data as may be required for, and prepare the required documents so that DISTRICT may obtain approvals of such governmental authorities as having jurisdiction over design criteria applicable to each Project, and assume engineering responsibility in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Advise DISTRICT of any adjustments to its latest opinion of probable Project Cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of the other related documents.
5. Prepare routine application for approvals and permits from all governmental authorities having jurisdiction over each project and from others as may be necessary for completion and operation of each project. However, ENGINEER upon certification to the DISTRICT that the application or permit is not routine, may have this service be considered as additional service. This shall include the furnishing of back-up data as required during the various permit application procedures.
6. Furnish seven (7) copies of the above mentioned documents and present and review them in person with DISTRICT representatives.

F. Bidding or Negotiating Phase - Obtain bids from each separate prime Contract for construction or equipment.

1. Consult with and advise DISTRICT as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.
2. Consult with and advise DISTRICT as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.
3. Evaluate bids and assemble Contract Documents and recommend to DISTRICT award of Contracts, and participate in presentation to DISTRICT Board and other appropriate authorities as necessary.

G. Engineering Services During Construction Phase

During Construction Phase, ENGINEER shall perform the following services by the ENGINEER'S design office staff and qualified design professionals:

1. Consult with and advise DISTRICT and act as its representative. All of DISTRICT'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of DISTRICT except as otherwise provided in writing.
2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s) during such visits and keep DISTRICT informed of the progress of the work, shall endeavor to guard DISTRICT against defects and deficiencies in the work of Contractor(s), disapprove or reject work as failing to conform to the Contract Documents, and endeavor to achieve expeditious correction of such deficiencies.
3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, for conformance with the design concept and operational requirements of each Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of DISTRICT to Contractor(s); prepare routine change orders as required; ENGINEER may, as DISTRICT'S representative, require special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance thereunder by the parties thereto; make decisions on all claims of DISTRICT and Contractor(s) relating to the execution and progress of the work, and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him as a result of erroneous or incomplete information or data provided him by the DISTRICT.
5. Whenever the DISTRICT gives written notice of defects and deficiencies in any Project, as provided in Article 3-I, the ENGINEER shall endeavor to achieve expeditious correction of such defects and/or deficiencies.
6. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, input from the Project Representative(s) and his review of Contractor(s)' application for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment to constitute a representation to DISTRICT, based on such observations and review, that the work has progressed to the point indicated and that, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation). By recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures or construction or safety precautions or programs incident thereto. Approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances.

7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.
8. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the project.
9. ENGINEER shall provide, for each construction project, the set of original record Drawings, including capital asset listing, conforming to construction records, showing the significant changes made during the construction process, based upon the marked-up prints, Drawings and other data furnished to the ENGINEER by the Contractor(s) and/or by Designees of the DISTRICT.
10. Conduct an inspection sixty (60) days prior to the expiration of a guarantee period related to any Project designed by the ENGINEER and report to Contractor and DISTRICT discrepancies for correction under guarantees provided in the prime Contract for the Project.

ARTICLE 2 - ADDITIONAL SERVICES OF ENGINEER

A. **General** - If authorized in writing by DISTRICT, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by DISTRICT as indicated in Article 5.

1. (1) Preparation of applications and supplemental project information for governmental grants, loans or advances in connection with a Project; (2) preparation of review of environmental assessments and impact statements; and (3) assume engineering responsibility in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of any Project.
2. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, DISTRICT'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
3. Proving renderings or models for DISTRICT'S use.
4. Perform those functions required of the ENGINEER by bond resolutions, and as otherwise authorized by the DISTRICT.
5. At request of DISTRICT, furnishing the services of special engineers for special civil, structural, mechanical, environmental and electrical engineering and normal architectural design incidental thereto, such as engineers for interior design, selection of furniture and furnishings, communications, acoustics and other specialties.
6. Service resulting from the involvement of more separate prime Contracts for construction or for equipment not originally contemplated.
7. Services in connection with change orders to reflect changes requested by DISTRICT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered and services resulting from significant delays, changes in price increases occurring as a direct or indirect result of material, equipment or energy shortages.

8. Additional or extended services during construction made necessary by (1) work damaged by fire or other causes during construction; (2) prolongation of time of Contract on any prime Contract by more than sixty (60) days; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) default by any CONTRACTOR. The DISTRICT will be reimbursed by the CONTRACTOR for these additional services, and the ENGINEER shall prepare the Contract Documents in such a way as to provide for reimbursement by the Contractor to the DISTRICT for the required additional services, including DISTRICT'S costs.
9. (1) Preparation of systems operating and maintenance manuals; (2) extensive assistance in the utilization of any equipment or system (except for initial start-up, testing, adjusting and balancing to demonstrate an operating facility as necessary to obtain the initial operating permit but in no case shall this exceed two weeks); and (3) training personnel for operation and maintenance.
10. Preparing to serve or serving as a witness for DISTRICT in any litigation, public hearing or other legal or administrative proceeding involving a Project.
11. Additional services in connection with a Project, including services normally furnished by DISTRICT and services not otherwise provided for in this CONTRACT.
12. Services to make measured drawings of or to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by DISTRICT.
13. Preparing documents for alternative bids requested by DISTRICT for work which is not executed or for out-of-sequence work.
14. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any Contract for the Project (except for the 60 day inspection).
15. Preparation of community planning, and utility studies, updating of DISTRICT'S maps, utility maps, utility ordinances, subdivision regulations, review of reports, drawings and plans of the type customarily required by the DISTRICT incident to its normal functions. Consult with and advise DISTRICT in regard to Federal and State utility requirements.
16. Provide a Registered Land Surveyor, directly or subconsultant, to assist in easement or utility location, description and stake-out.
17. Services in connection with laboratory or field investigations.
18. Inspect and review necessary test borings or other subsurface explorations not covered under professional services during construction. The cost of borings or other subsurface explorations will be paid by the DISTRICT.
19. Provide any services required in connection with re-advertisements for construction bids.

B. Project Representative(s) Service During Construction

1. The ENGINEER shall provide resident inspection services at the DISTRICT'S request. Project Representative(s) will act as requested by the DISTRICT in order to provide more extensive representation at the Project site during the Construction Phase.

2. The duties and responsibilities and the limitation on the authority of the Project Representative(s) is as set forth in Exhibit I.
3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Project Representative(s) (if furnished) ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such Project representation will not make ENGINEER or DISTRICT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s) failure to perform the construction work in accordance with the Contract Documents.

ARTICLE 3 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

- A. Provide complete and detailed information as to its requirements for a Project.
- B. Assist ENGINEER by placing at the company's disposal all available information pertinent to a project including previous reports and any other data relative to design and construction of a Project.
- C. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photogram metric surveys, property, boundary, easement, right-of-way, and property descriptions; zoning and deed restrictions; and other special data or consultations not covered in Article 2-A; all of which ENGINEER may rely upon in performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER'S time to discuss the Contract Documents with bidders or equipment suppliers.
- G. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for a Project, and such auditing service as DISTRICT may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction Contract.
- H. The City Manager or designee shall act as DISTRICT'S representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT'S policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- I. Give prompt written notice to ENGINEER whenever DISTRICT observes or otherwise becomes aware of any defect in a Project.

- I. Furnish, as required, support and fees necessary during the various permit application processes required from all governmental authorities having jurisdiction over the approval, construction and operation of a Project.
- K. Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Contract or other services as required.
- L. Bear all costs incidental to compliance with the requirements of this Section

ARTICLE 4 - PERIOD OF SERVICE

It is mutually agreed by DISTRICT and ENGINEER that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the DISTRICT, the Contract may be renewed for up to four (4) additional twelve (12) month periods.

ARTICLE 5 - PAYMENTS TO ENGINEER

Method of Payment for Services and Expenses of Engineer - Basic Services. DISTRICT shall pay the ENGINEER for Basic Services rendered under Article 1 on one of the following bases, the choice to be mutually agreed upon at the time a Project is authorized.

- A. Per Hour, Per Assigned Employee Fee with a not to Exceed Maximum Price - DISTRICT will submit a series of individual tasks or projects as more particularly described herein. Each task to be performed under this Contract shall be assigned to the ENGINEER for accomplishment by separate written authorization. For each task, DISTRICT shall request ENGINEER to provide a scope of services and an estimate of cost, for the DISTRICT'S review, including MBE goal setting, as particularly set forth in Article 10.

Upon mutual agreement of the scope of services, ENGINEER shall develop an estimate of cost based upon a per hour, per assigned employee fee with a "not to exceed" maximum price as provided for herein in accordance with rates set forth in Exhibit 2.

1. The "Per Hour, Per Assigned Employee" fee, shall include all allowable and allocable costs that are incurred in the performance of the work, up to, but not exceeding a predetermined maximum price. Allowable and allocable cost shall include direct labor plus fringe benefits, overhead fee, and direct non-salary expenses. Pending establishment of final approved overhead rates for any period, the ENGINEER shall be reimbursed at provisional overhead rates subject to appropriate adjustment when the final overhead rates for the fiscal period are established. The overhead rates shall not change the predetermined cost ceiling.
2. For a project that utilizes the "Per Hour, Per Assigned Employee" method of compensation, it is anticipated that the total cost to the DISTRICT for the performance of the services will not exceed the estimated cost and that the ENGINEER agrees to use his good faith effort to perform his services within such estimated cost. If at any time, as the actual work progresses, the ENGINEER has reason to believe that the cost for the work will be greater than the estimated cost, the ENGINEER shall notify the DISTRICT in writing to that effect, giving the revised estimate of such cost for said work or a suggested revised scope of work which will remain within the original estimate of cost.
3. The DISTRICT shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur cost in excess of the estimated cost set forth above, unless and until the

DISTRICT shall have notified the ENGINEER in writing that such estimated cost has been increased or that a modification of scope of work is acceptable and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such cost had been incurred after the increase.

4. Except as otherwise provided, if the ENGINEER stops performance before completion of the work hereunder because it has incurred costs in the amount of or in excess of the estimated cost set, and the DISTRICT elects not to increase such estimated cost, then the DISTRICT shall pay to the ENGINEER the balance due on its cost and fee for said work. Both parties shall execute full and binding releases of the party from any and all obligations with regard to the work and the ENGINEER shall deliver to the DISTRICT copies of the ENGINEER'S work product subject to receipt of payment due.
5. The ENGINEER may elect to waive notifying the DISTRICT and agencies participating in the cost of the Project and is expected to do so whenever the work is close to completion and it is estimated that the cost increase will be small. In such event, if the cost subsequently exceeds that originally estimated by the ENGINEER, the ENGINEER may exercise his above obligation to notify the DISTRICT of the cost increase then estimated, but the DISTRICT shall not be obligated to pay for any overrun.
6. The term "Per Diem" shall mean a fixed hourly rate, which includes direct and indirect labor, overhead, fringe benefits and profit, for each category of personnel employed on the project, plus reimbursement for direct non-salary expenses.
7. In addition to the above methods, any other mutually agreed upon method of payment may be used.

B. Additional Service - DISTRICT shall pay ENGINEER for Additional Services rendered under Article 2 as follows:

1. General - For Additional Services rendered under Article 2, Section (A) paragraphs 1 through 19, on the basis of any method in Article 5(A).
2. Day-to-Day Consulting Services - For day-to-day Consulting Services not considered as being covered under Article 1, Basic Services of ENGINEER, on the basis of Payroll Costs Times a Factor of 2.4 for services rendered by principals and employees assigned to the Project.
3. Special Engineers - For services and reimbursable expenses of special engineers or surveyors (when included in special task authorization) employed by ENGINEER, the amount billed to ENGINEER therefore times a factor of 1.10.
4. Serving as a Witness - For the services for the principals and employees as engineers or witnesses in any litigation, hearing or proceeding, on the basis of payroll costs times a factor of 2.4.
5. Project Representative(s) Services - For Resident Project Representative(s) Services during construction, on any mutually agreed basis.
6. Reimbursable Expenses - In addition to payments provided for in Article 5 (A) and (B), DISTRICT shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

C. Time of Payment

ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. These monthly statements shall be based upon ENGINEER'S payroll cost times the appropriate factor. DISTRICT shall make monthly payments in response to ENGINEER'S monthly statements, and as further outlined in subsection (F) below.

D. Payroll Cost

The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, surveyors, designers, drafters, specifications writers, estimators, other technical personnel, administrative personnel, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The amount of customary and statutory benefits of all personnel will be considered equal to 30% of salaries and wages.

E. Reimbursable Expenses

Reimbursable expenses shall mean the actual expense incurred directly or indirectly in connection with the Project to include but not be limited to: transportation and meals incidental thereto; obtaining bids or proposals from Contractor(s), furnishing and maintaining field office facilities; phone calls and faxes, excluding those to home office; reproduction of reports, Drawings and Specifications and similar Project related items in addition to those required under Article 1; and, if authorized in advance by DISTRICT, overtime work requiring higher than regular rates.

F. Provision for Prompt Payment

1. If DISTRICT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of a non-contested ENGINEER'S bill, the amounts due ENGINEER shall include a charge at the rate of 1% per month for any time in excess of thirty (30) days from the date of invoice and in addition ENGINEER may, after giving thirty (30) days written notice to DISTRICT, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.
2. If this Contract is terminated by DISTRICT during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.4 for services rendered during that phase to date of termination by principals and employees assigned to Project, or the allocated percentage for that phase, whichever is less. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services as provided in this paragraph.

ARTICLE 6 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER 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 ENGINEER'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 engineers. The DISTRICT shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be cancelled by the ENGINEER 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 ENGINEER; 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 ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER 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 ENGINEER 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 in the format acceptable to DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the ENGINEER and the DISTRICT shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under or by virtue of this Contract.

ARTICLE 8 - PERSONNEL

The ENGINEER 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 ENGINEER 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.

The ENGINEER shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

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

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

ARTICLE 9 - SUBCONTRACTING

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

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

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

The ENGINEER shall be responsible for the performance of all sub-consultants.

ARTICLE 10 - M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. ENGINEER 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 ENGINEER further agrees to hire minority sub-consultants to work on this project.

In accordance with the city's M/WBE Ordinance #2412, as amended, the ENGINEER agrees to the M/WBE participation for this Contract and 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 ENGINEER 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 11- 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 ENGINEER. The ENGINEER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill Contractual obligations with the DISTRICT, nor is the ENGINEER authorized to use the DISTRICT'S Tax Exemption Number in securing such materials.

The ENGINEER 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 12- INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the ENGINEER 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 ENGINEER 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 ENGINEER of its liability and obligations under this Contract.
- B. The ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER or by anyone directly or indirectly employed by or Contracting with the ENGINEER.

- D. The ENGINEER 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 ENGINEER 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 ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.
- 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 ENGINEER shall specifically include the DISTRICT as an "Additional Insured".

ARTICLE 13 - INDEMNIFICATION

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

ENGINEER 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 ENGINEER shall defend all actions arising from ENGINEER'S negligent acts, in the name of the DISTRICT, when applicable, and all costs and fees associated therewith shall be the responsibility of the ENGINEER.

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 limits provided in Section 768.28, Florida Statutes.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The DISTRICT and the ENGINEER 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 ENGINEER 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 ENGINEER.

ARTICLE 15 - 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

ording 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, and if necessary be litigated by non-jury trial.

ARTICLE 16 - 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 17 - CONFLICT OF INTEREST

The ENGINEER 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 ENGINEER further represents that no person having any such conflicting interest shall be employed for said performance.

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

ARTICLE 18 -- DELAYS AND EXTENSION OF TIME

The ENGINEER 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 ENGINEER or its sub-consultants 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 ENGINEER'S request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the ENGINEER'S failure to perform was without its or its sub-engineers 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 ENGINEER 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 ENGINEER 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 ENGINEER'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 19 - INDEBTEDNESS

The ENGINEER 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 ENGINEER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENGINEER 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 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 ENGINEER 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, databases, 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 shall hold the ENGINEER harmless should the DISTRICT use any of the ENGINEER'S work products for a purpose other than that intended by the ENGINEER.

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

All covenants, Contracts, 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENGINEER 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 ENGINEER'S sole direction, supervision, and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER'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 ENGINEER does not have the power or authority to bind the DISTRICT in any promise, CONTRACT or representation other than as specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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 ENGINEER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The ENGINEER 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

h books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENGINEER'S place of business.

ARTICLE 24 - NONDISCRIMINATION

The ENGINEER 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, ENGINEER 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 25 - 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 26 - AUTHORITY TO PRACTICE

The ENGINEER 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 ENGINEER 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 27 - 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 28 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants 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 29 - 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 ENGINEER of the DISTRICT'S notification of a contemplated change, the ENGINEER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated

age, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the ENGINEER'S ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the ENGINEER 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 ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT or its designated representative.

ARTICLE 30 - 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:

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o MARIO E. LOAIZA, P.E.
UTILITY ENGINEER & PROJECT MANAGER
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**PETER MOORE, P.E., PRESIDENT
CHEN AND ASSOCIATES, INC.
500 WEST CYPRESS CREEK ROAD, SUITE 410
FT. LAUDERDALE, FL 33309**

ARTICLE 31 - ENTIRETY OF CONTRACTUAL CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT 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 29- Modifications of Work.

ARTICLE 32 - 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 33 - PREPARATION

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

ARTICLE 34 - MATERIALITY

provisions of the Contract shall be deemed material, in the event ENGINEER 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 35 - REPRESENTATIONS/BINDING AUTHORITY

ENGINEER 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, Peter Moore, P.E., President, hereby represents to the DISTRICT that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 36 - 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 37 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "1", Exhibit "2" and RFQ No. 168-07. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 168-07. To the extent there exists a conflict between this Contract and RFQ NO. 168-07, 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 38 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 39 - 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 40 - 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 41 - 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 ENGINEER;

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

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

ARTICLE 42 - WAIVER OF SUBROGATION

The ENGINEER 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 CONTRACT to waive subrogation without an endorsement, then the ENGINEER 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 ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 43 - 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.

ARTICLE 44 - REUSE OF DOCUMENTS

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Contract are instruments of his services in respect of a Project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the Project or any other project. Any reuse of said documents will be at DISTRICT'S sole risk and without liability or legal exposure to ENGINEER, and DISTRICT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. All preliminary and final design drawings and specification, and the drawings conforming to construction records become the property of the DISTRICT.

ARTICLE 45 - OPINION OF PROBABLE PROJECT COST

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Cost will not vary from opinions of probable cost prepared by him. If

to the Biding or Negotiating Phase, DISTRICT wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator.

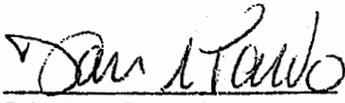
SIGNATURES ON FOLLOWING PAGE

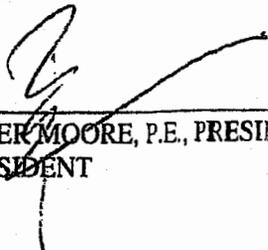
CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

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

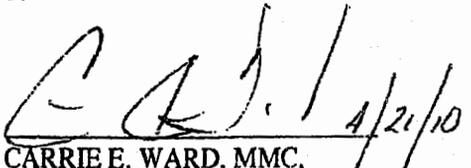
DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: CHEN & ASSOCIATES, INC.

BY: 
DAWN S. PARDO
CHAIRPERSON

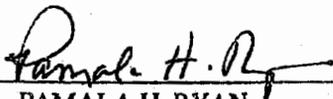
BY: 
PETER MOORE, P.E., PRESIDENT
PRESIDENT

ATTEST:

BY:  4/21/10
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

BY: 
GLORIA SHUTTLESWORTH
INTERIM DIRECTOR OF UTILITIES

DATE: 4/19/10

EXHIBIT 1

Duties, Responsibilities and Limitations of the Authority of Resident Project Representative

GENERAL.

Resident Project Representative is ENGINEER'S Agent. His dealings in matters pertaining to the on-site work will in general be only with the DISTRICT, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

DUTIES AND RESPONSIBILITIES.

Resident Project Representative shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as DISTRICT'S liaison with CONTRACTOR when Contractor's operations affect DISTRICT'S on-site operations.
 - b. Assist in obtaining from DISTRICT additional details or information, when required at the job site for proper execution of the Work.
 - c. In the interest of preserving the proper channels of communication, advise ENGINEER of any direct communication between DISTRICT and CONTRACTOR.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples which has been furnished by CONTRACTOR.
 - b. Review the Shop Drawings for conformance with the information given in the Contract Documents.
 - d. Provide review and approval of Shop Drawings (as that term is defined in the General Conditions of the Project Contract Documents) and samples, the results of tests and inspections and other data which any CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR (S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by

EXHIBIT 1 (Cont'd.)

CONTRACTOR in accordance with the Contract Documents.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, test or approvals required to be made; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and startups.
 - d. Accompany DISTRICT and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections.
 - e. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs.
6. Interpretation of Contract Documents:

Transmit to CONTRACTOR clarification and interpretation of the Contract Documents.
7. Modifications:
 - a. Consider and evaluate Contractor's suggestion for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
 - b. Prepare routine change orders as required; he may, as DISTRICT'S representative, require special inspection or testing of the work; he shall act as interpreter of the performance there under by the parties thereto and shall make decisions on all claims of DISTRICT and CONTRACTOR(S) relating to the execution and progress of the Work and all other matters and questions related thereto.
 - c. Process Contract change orders to reflect final measured Contract quantities and to reflect changes in the Contract Drawings and Specifications.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.

EXHIBIT 1 (Cont'd.)

- b. Keep a diary or log book and Daily Construction Reports.
 - c. Advise ENGINEER whenever CONTRACTOR is not currently maintaining an up-to-date copy of Record Drawings at the site.
 - d. Prepare and maintain a set of marked prints for use in future comparison with the Contractor's record set.
9. Reports:
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions and other schedules.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Prepare and submit monthly reports, with the required number of copies for any participating Federal or State agency, concerning the general progress of the project.
 - d. Prepare monthly narrative report for submittal to DISTRICT on project progress.
10. Payment Requisitions:
- a. Based on his on-site observations as an experienced and qualified professional and on his review of CONTRACTOR(S) and approve in writing payments to CONTRACTOR(S) in such amounts; such approval of payment will constitute a representation to DISTRICT, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents , and to any qualifications stated in his approval), but by approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any CONTRACTOR has used the monies paid on account of the Contract Price, or that title to any of the CONTRACTOR(S)' work , materials, or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances.
 - b. Receive and check CONTRACTOR(S)' or subcontractor's payrolls for compliance with the provisions of the Contract.
11. Guarantees, Certificates, Maintenance and Operation Manuals:
During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver these data to ENGINEER for his review and forwarding to DISTRICT prior to final acceptance of the Project.

EXHIBIT 1 (Cont'd.)

CONTRACTOR in accordance with the Contract Documents.

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 - b. Receive and check CONTRACTOR(S)' or subcontractor's payrolls for compliance with the provisions of the Contract.
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 - e. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for DISTRICT against defects and deficiencies in the work, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs.
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 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports and other Project-related documents.

Riviera Beach Rates**Exhibit 2**

Labor Category	Raw Salary Rate Range	3.12 Multiplier *	Burdened Rate Range
Principal	\$ 62.73 - \$ 68.86	3.12	\$ 195.72 - \$ 214.84
Sr. Engineering Inspector	\$ 43.53	3.12	\$135.81
Sr. Project Manager	\$ 43.44 - \$ 48.22	3.12	\$ 135.53 - \$ 150.45
Sr. Engineer	\$ 34.40 - \$ 34.67	3.12	\$ 107.33 - \$ 108.17
Inspector	\$ 24.86 - \$ 27.76	3.12	\$ 77.56 - \$ 86.61
Engineer	\$ 23.07 - \$ 31.25	3.12	\$ 71.98 - \$ 97.50
Technician	\$ 20 - \$ 25	3.12	\$ 62.40 - \$ 74.97
Clerical	\$ 25.48 - \$ 25.49	3.12	\$ 79.50 - \$ 79.53

Rates are set for 1 year from contract date, after which they may be subject to negotiation

* Multiplier = Raw Salary X Salary Cost (1.3) X Factor (2.4) = 3.12

RESOLUTION NO. 6-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO H&J CONTRACTING, INC. OF WELLINGTON, FLORIDA IN THE AMOUNT OF \$37,851.38 FOR UNDERGROUND EMERGENCY ON-CALL SERVICES; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM THE UTILITY DISTRICT CAPITAL AND REPAIR AND MAINTAINCE LINE ITEM 412-1438-535-0-4606; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, H&J Contracting, Inc. provided underground emergency on-call services for the Utility Special District for underground emergency sewer repairs on West 30th Street between Avenue "R" and Avenue "O" from August 1, 2012 through August 14, 2012; and

WHEREAS, the Utility Special District does not currently have a contract with a local vendor to provides these emergency underground on-call services.

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

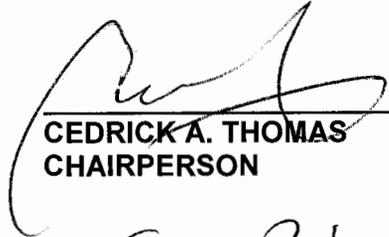
SECTION 1: That the Utility Special District Board approves the payment for H&J Contracting, Inc. for underground emergency sewer repairs on West 30th Street between Avenue "R" and Avenue "O" from August 1, 2012 through August 14, 2012; and

SECTION 2: That the District Finance Director is authorized to make payment from the Utility District Capital and Repair and Maintenance-Line Item 412-1438-535-0-4606 in the amount of \$37,851.38.

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

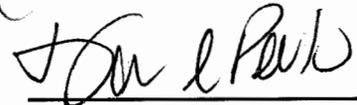
PASSED AND APPROVED this 3rd day of APRIL, 2013

APPROVED:

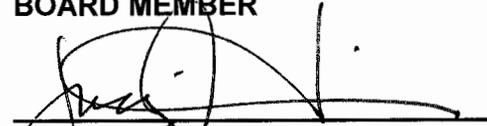

CEDRICK A. THOMAS
CHAIRPERSON

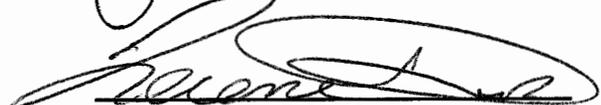
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

C. THOMAS AYE

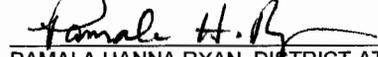
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 3/26/13

RESOLUTION NO. 7-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO D.S. EAKINS CONSTRUCTION CORPORATION OF LAKE PARK, FL, IN THE AMOUNT OF \$28,120.61 FOR UNDERGROUND EMERGENCY ON-CALL SERVICES; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM THE UTILITY DISTRICT CAPITAL AND REPAIR AND MAINTAINCE LINE ITEM 412-1438-535-0-4606; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, D. S. Eakins Construction provided underground emergency on-call services for the Utility Special District for emergency repairs on West 34th Street between Avenue "I" and Avenue "H" West from February 11, 2013 through February 20, 2013; and

WHEREAS, the Utility Special District does not currently have a contract with a local vendor to provides these emergency underground on-call services.

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

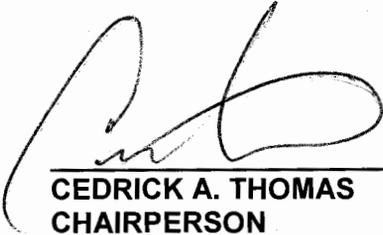
SECTION 1: That the Utility Special District Board approves the payment to D. S. Eakins Construction for underground emergency on-call services in the City of Riviera Beach for emergency repairs at West 34th Street between Avenue "I" and Avenue "H" West.

SECTION 2: That the District Finance Director is authorized to make payment from the Utility District Capital and Repair and Maintenance-Line Item 412-1438-535-0-4606 in the amount of \$28,120.61.

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

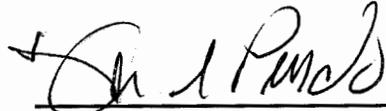
PASSED AND APPROVED this 3rd day of APRIL, 2013

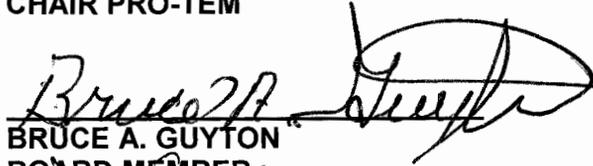
APPROVED:


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

C. THOMAS AYE

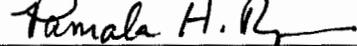
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 3/26/13

RESOLUTION NO. 8-13UD

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) 2013 FORD EXPLORER AT AN APPROXIMATE AMOUNT OF \$26,993 FROM HUB CITY FORD IN CRESTVIEW, FL, UTILITIZING THE FLORIDA SHERIFF'S ASSOCIATION AND LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA COOPERATIVE BID FOR PURSUIT, UTILITY VEHICLES, ADMINISTRATIVE, TRUCKS AND VANS, CONTRACT BID NO. 12-20-0905 BEGINNING NOVEMBER 1, 2012 THOROUGH OCTOBER 31, 2013; AND THAT THE UTILITY DISTRICT BOARD AUTHORIZE THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAP: VEHICLE LINE ITEM NO. 411-1417-536-0-6451; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Utility Special District is in need of purchasing one (1) new vehicle replacing one (1) 2001 Ford F-250 (WS-754) used by the Utility District personnel; and

WHEREAS, WS-754 is listed for replacement in the Five-Year Vehicle Replacement Plan, prepared by Brynt Johnson, Director of Public Works, during the current fiscal year; and

WHEREAS, this purchase will piggy-back the Florida Sheriff's Association Bid No. 12-20-0905 (State Contract) ending November 30, 2013, from Hub City Ford, Crestview, Florida;

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 vehicle purchase from Hub City Ford, Crestview, Florida, for the Utility Special District, in the approximate amount of \$26,993.

SECTION 2: That the Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-6451.

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

PASSED AND APPROVED this 3rd day of April, 2013.

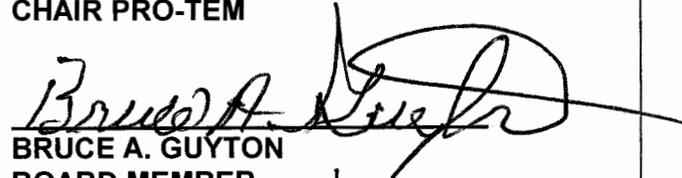
APPROVED:

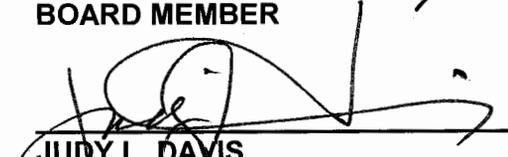

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

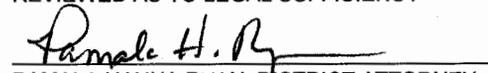
C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

RESOLUTION NO. _____ A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT WITH D.S. EAKINS CONSTRUCTION CORP. OF LAKE PARK, FL; PIGGYBACKING CONTRACT NO. 07158.015 WITH THE CITY OF WEST PALM BEACH FOR UNDERGROUND EMERGENCY ON-CALL SERVICES; AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE UTILITY DISTRICT'S CAPITAL IMPROVEMENT PROGRAM (CIP) REPLACEMENT AND RENEWAL (R&R) LINE ITEM 412-1438-535-0-4604 AT AN APPROXIMATE COST OF \$100,000 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, D.S. Eakins Construction was awarded a continuing services contract by the City of West Palm Beach, FL to provide underground emergency on-call services via contract no. 07158.015, approved by the City of West Palm Beach, FL on February 17, 2009; and

WHEREAS, the City of West Palm Beach, FL renewed the agreement on February 22, 2012 by Resolution No. 81-11 for one additional year which included a reduction of fees and prices; and

WHEREAS, a piggyback of this contract will allow for preferred pricing for underground emergency on-call services for the City of Riviera Beach Utility District for approximately \$100,000.00 per year.

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

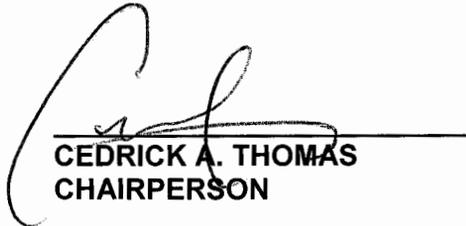
SECTION 1: That the Utility Special District Board approves the contract for D. S. Eakins Construction Corp. for approximately \$100,000.00 annually to provide underground emergency on-call services for the Utility District's Water Distribution and Sewer Collection Systems via a piggyback of the City of West Palm Beach amended contract awarded on February 22, 2012.

SECTION 2: That the District Finance Director is authorized to pay for same under Account Number 412-1438-535-0-4604.

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

PASSED AND APPROVED this 3RD day of April, 2013.

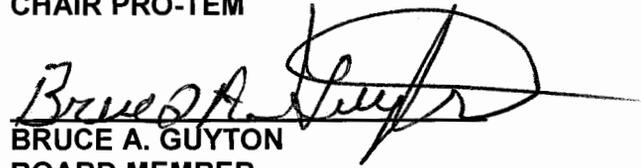
APPROVED:

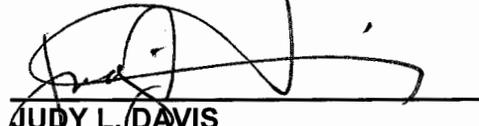

CEDRICK A. THOMAS
CHAIRPERSON

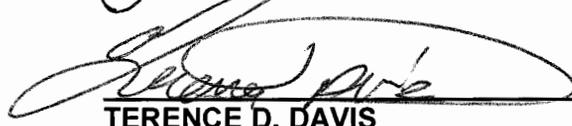
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

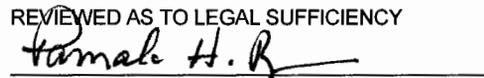
C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 3/26/13

**CITY OF RIVIERA BEACH
SPECIAL UTILITY DISTRICT
SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this 3rd day of April, 2013 by and between **D. S. EAKINS CONSTRUCTION, CORPORATION** hereinafter referred to as “**Independent Contractor,**” whose mailing address is 1481 Kinetic Road, Lake Park Florida 33403, and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as “**DISTRICT,**” whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, City of West Palm Beach, FL posted an Invitation to Bid, Bid No: 08/09-02, hereinafter the “**Bid**” for the provision of services relating to the removal and disposal of lime sludge, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, Independent Contractor desires to extend such to the **DISTRICT**.

WHEREAS, the contract term shall be from the date referenced in the Purchase Order issued to order the services. This will be a two-year (2) agreement with an option to renew for two (2) additional two (2) year periods.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the City of Riviera Beach’s Bid for services.
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 responding to emergency on-call services more fully in Exhibit “A” attached hereto and incorporated herein by reference. Services shall be rendered through:
 - a. Work Orders-the District will issue a separate Work Order for each individual assignment, on as needed basis. Each individual work Order shall specify the work or services to be performed, the location of such work, schedule for performance, not-to-exceed cost, and any additional terms or conditions specific to that assignment. All terms and conditions of the Contract Documents will be applicable to each Work Order. Upon completion of work order task, the Independent Contractor shall submit an individual invoice, a copy of the original Work Order and the appropriate small business participation forms as required by the Contract Documents.

- b. Time of Completion-the time of completion for services authorized under each Work Order will be established at the time of issuance of Work Order and shall be of essence. The Independent Contractor acknowledges that failure to complete the task under each Work Order by the indicated time of completion will result in substantial damages to the District. The District shall and may deduct and retain the amount of such liquidated damages as provided in Section 7, herein.

4. Work must commence removal within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full removal within three hundred sixty five (365) days from the date of official notice to proceed, the rate of progress and time of completion 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 an amount not to exceed \$150,000.00, as set forth in detail in fee proposal, attached here to as 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 services to the DISTRICT in pursuance of the scope of work contained in herein or in an exhibit.

7. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the DISTRICT terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. 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, city or district agency.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 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.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 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 dump trucks, loaders or other contracting equipment, automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. 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 are required by law for all of its employees per Florida Statute 440.02.

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

19. 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.

20. 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.

21. 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, 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. In the case of continuing cause of delay, only one (1) claim is necessary.

22. 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.

23. 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.

24. 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 DISTRICT.

25. The Independent 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 Agreement. 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 Independent 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.

26. Until acceptance of the work by the DISTRICT, the DISTRICT's property 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 the work 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 occasioned by any of the above causes before its completion and 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. All parties shall be responsible for their own attorneys fees, court costs and expenses 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 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. Moreover, in the event of litigation arising from this Agreement, all parties voluntarily and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this Agreement.

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.

32. The Independent Contract will provide, on an annual basis, a Certification of Drug Free Workplace Program.

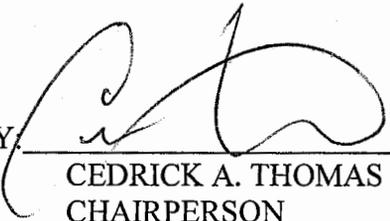
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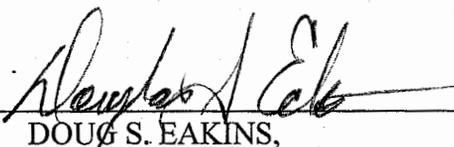
**AMENDMENT TO CONTRACT FOR CONTINUING PROFESSIONAL
ENGINEERING SERVICES**

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

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

D. S. EAKINS CONSTRUCTION
CORPORATION, INC.

BY: 
CEDRICK A. THOMAS
CHAIRPERSON

BY: 
DOUG S. EAKINS,
PRESIDENT

ATTEST:
BY: 
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
DISTRICT ATTORNEY

BY: 
LOUIS C. AURIGEMMA, P.E.
EXECUTIVE DIRECTOR
UTILITY SPECIAL DISTRICT

DATE: 4/2/13

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK:

As determined in the Agreement, the Independent Contractor will provide emergency call in services within the City of Riviera Beach, FL. These services may be required within a 24 hour period. These services include: all aspects of utility work, including but not limited to Construction and Repair of Water and Wastewater Treatment Plants, Water Distribution, Sanitary Collection, Storm Drainage, Sanitary Force Mains, Lift Stations, Electrical, Roadways, Streets, Sodding, Pump Stations and Mitigation Services also including mobilization, maintenance of traffic, hauling and disposal, and all equipment, materials, labor, etc., as needed to complete work orders for each individual assignment.

Work will be provided by the Independent Contractor, using its own equipment and trucks, or those of subcontractors.

Independent Contractor is responsible for providing all equipment and personnel to perform all services noted herein. DISTRICT shall not assist Independent Contractor in the performance of its duties.

Independent Contractor shall be responsible for control of dust created when repairing all underground lines in the area. This may be accomplished via watering truck and/or sprinkler system. Independent Contractor shall also be liable for cleaning of DISTRICT property and adjacent streets caused by the Independent Contractor's actions.

SCHEDULE OF WORK :

Independent Contractor shall commence emergency call in assignments no later than 10 calendar days after notification to proceed. .

Independent Contractor may utilize trucks owned by the contractor, and/or subcontractors. However, Independent Contractor shall be responsible for any damages/injuries caused by said trucks and/or operators, and shall indemnify the DISTRICT accordingly.

Timely response to an emergency call is a critical part of this contract. Failure of the Independent Contractor to comply with minimum services as noted above shall be grounds for imposition of liquidated damages and/or immediate cancellation of the contract.

SITE LOCATION:

Any location in the City of Riviera Beach Utility District Service Area where water/sewer lines are installed.

PRICING

The charges pertaining to each emergency call are noted in the attached Scope of Services included in the agreement between the City of West Palm Beach and D. S. Eakins. These charges are a 10% reduction from the original contract.

The
City
of
West Palm Beach



"The Capital City of the Palm Beaches"

ENGINEERING SERVICES DEPARTMENT

P.O. Box 3366
West Palm Beach, Florida 33402-3366
TEL: (561) 494-1040
FAX: (561) 494-1116

March 8, 2012

Cindi M. Frick, Vice President
D.S. Eakins Construction Corporation
1481 Kinetic Road
Lake Park, Florida 33403

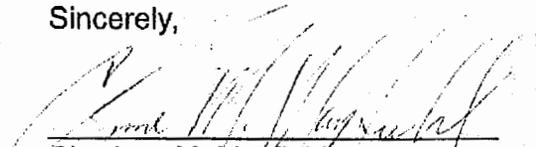
Re: Annual Contract for Utility Construction Services- ITB #08/09-02 – Amendment
No. X Contract Reduction & Extension

Dear Ms. Frick:

Attached is an original of the above-referenced Amendment that has been duly
executed by the authorized officials of the City of West Palm Beach for your files.

Please sign below that you received this document and return this original letter to me
for my files.

Sincerely,


Charisse M. Mayfield
Contract Specialist

/cmm

Attachment

Received this 15th day of March, 2012 by:
Cindi M. Frick D.S. Eakins Constr. Corp.
(Print Name) (Company Name)
[Signature]
(Signature)

"An Equal Opportunity Employer"

EXHIBIT A

City of West Palm Beach

(B3)



SCHEDULE OF BID ITEMS

ITB #08/09-02

PROJECT TITLE: ANNUAL CONTRACT FOR UTILITY CONSTRUCTION SERVICES

Services will include all aspects of utility work, including but not limited to Construction and Repair of Water & Wastewater Treatment Plants, Water Distribution, Sanitary Collection, Storm Drainage, Sanitary Force Mains, Lift Stations, Electrical, Roadways, Streets, Sodding, Pump Stations and Mitigation Services also including mobilization, maintenance of traffic, hauling and disposal, and all equipment, materials, labor, etc., as needed to complete work orders for each individual assignment

ITEM NO.	DESCRIPTION	PRICE/HR
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1. Road Finishing Crew Consisting of a minimum of three (3) experienced operators, includes: motor grader, roller & water wagon when necessary requested, to prepare a shell, limerock, or crushed concrete road base, stabilized subgrade & asphalt roadway w/stripping in compliance with the latest City of WPB standard specifications. Payment shall be made by the hour for road finishing crew & shall include: all material (based on unit prices for Schedule of Bid Items), equipment, labor, water, all required testing, and all misc. associated costs.

\$ 300.00	270.00
----------------------	--------

2. Crew – Concrete, Ductile Iron, PVC, HDPE, or Metal Pipe Laying: consisting of a foreman (with 30 hrs. of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing, back filling equipment, and roadway repair necessary for laying pipe up to and including 36" diameter. Materials included (based on unit prices for Schedule of Bid Items).

\$ 300.00	270.00
----------------------	--------

 - A. Dump Truck, 15-18 cu. Yd. Capacity when requested with Item #2 only.

\$ 70.00	63.00
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 - B. Well Point Equipment up to 150 Points, complete, including pump and jetting equipment when requested with Item #2 only (Inc. Dewatering Permits).

\$ 40.00	36.00
---------------------	-------

ITEM NO.	DESCRIPTION	PRICE/HR
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3. Crew – Concrete, Ductile Iron, PVC, HDPE, or Metal pipe laying: consisting of a foreman (with 30 hrs. of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing, back filling equipment, and roadway repair necessary for laying pipe greater than 36" up to 84" diameter. Materials included (based on unit prices for Schedule of Bid Items).

\$ 350.00	315.00
----------------------	--------

 - A. Dump Truck, 15-18 cu. yd. capacity when requested with Item #3 only.

\$ 70.00	63.00
---------------------	-------

 - B. Well Point Equipment up to 150 Points, complete, including pump and Jetting equipment when requested with Item #3 only (Including Dewatering Permit).

\$ 40.00	36.00
---------------------	-------

4. Four Man Repair Crew, including one Foreman (with 30 hrs. of OSHA training) and three (3) experienced skilled tradesman, and all equipment and tools necessary for construction, maintenance and emergency repairs of facility, including treatment plants, pump stations, mitigation and utility mains. Materials included (based on unit prices for Schedule of Bid Items)

\$ 300.00	270.00
----------------------	--------

 - A. Dump Truck 15-18 cu. Yd. Capacity

\$ 70.00	63.00
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Contract Name: Annual Contract for Utility Construction Services

CONSULTANT/CONTRACTOR
ORIGINAL

Contract Date: February 17, 2009

AMENDMENT NO. X CONTRACT REDUCTION & EXTENSION

Contract No. 07158.016

THIS AMENDMENT No.X ("Amendment") is entered into by and between the CITY OF WEST PALM BEACH ("City") and D.S. Eakins Construction Corp. ("Contractor").

WHEREAS, by Resolution No. 81-11, the City Commission authorized the Contract Reduction & Extension Program which allows the extension of certain qualifying contracts in consideration for the reduction in prices and fees; and

WHEREAS, the Contractor/Consultant/Provider desire to participate in the Contract Reduction & Extension Program, and in consideration of the foregoing recitals and consideration, the parties desire to renew the contract and hereby agree as follows:

1. **Term.** The term of the Contract is hereby renewed for an additional 1 year period ("Program Renewal Term"), expiring February 16, 2013.

2. **Reduction of Fees & Prices.** (mark as appropriate)-Please include rate reduction schedule as Exhibit A.

X The prices/fees established in the above-referenced Contract shall be reduced by ten percent (10%) and the Contract term will be extended by one (1) year.

 The prices/fees established in the above-referenced Contract shall be reduced by fifteen percent (15%) and the Contract term will be extended by two (2) years.

X A revised fee/price schedule indicating the agreed price reduction is attached as Exhibit A.

3. **Estimated Expenditures/ Availability of Funds.** The anticipated value of the Contract for this Term shall not exceed the total sum of \$ N/A. The City reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements. It is understood and agreed that the City's obligation to pay under this Amendment is contingent upon an annual appropriation for its purposes by the City Commission.

4. **Effect of Amendment.** Except to the extent the Contract is modified by this Amendment, the terms and provisions of the Contract shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Contract, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

Contractor:

CITY OF WEST PALM BEACH

D.S. EAKINS CONSTRUCTION CORP.

By: Douglas S. Eakins

By: Geraldine Muoio
Geraldine Muoio, Mayor

Print Name: Douglas S. Eakins

Attest: [Signature]
City Clerk

Title: President

Dated: 2/22, 2012

CITY ATTORNEY'S OFFICE

Approved as to form and legal sufficiency

By: [Signature]

when requested with Item #4 only.

B. Well Point Equipment up to 150

\$ ~~40.00~~ 36.00

Points complete including pump and Jetting equipment when requested with Item #4 only (Including Dewatering Permit).

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
ROADWAY:					
1.	Remove Existing Roadway Pavement	100	S.Y.	\$ 1.00 90	\$ 100.00 90.00
2.	Remove Existing Roadway Base (aggregate)	100	S.Y.	\$ 3.00 2.70	\$ 300.00 270.00
3.	Remove Existing Roadway Base (concrete)	100	S.Y.	\$ 3.00 2.70	\$ 300.00 270.00
4.	2-1/2" A.C.S.C. Type S-I, incl. Tack Coats and Prime Coats	100	S.Y.	\$ 18.00 16.20	\$ 1,800.00 1620.00
5.	2" A.C.S.C. Type S-III, incl. Tack Coats and Prime Coats	100	S.Y.	\$ 16.00 14.40	\$ 1,600.00 1440.00
6.	Compacted Crushed Concrete/Limerock Roadway Base (10' thick)	100	S.Y.	\$ 15.00 13.50	\$ 1,500.00 1350.00
7.	12" Compacted Subgrade	100	S.Y.	\$ 1.00 .90	\$ 100.00 90.00
8.	Mill and Resurface (up to 1-1/4" A.C.S.C. Type S-I)	400	S.Y.	\$ 60.00 54.00	\$ 24,000.00 21,600.00
9.	Mill and Resurface (up to 1 A.C.S.C. Type S-III)	400	S.Y.	\$ 60.00 54.00	\$ 24,000.00 21,600.00
10.	Temporary Striping (4")	100	LF	\$ 0.30 .27	\$ 30.00 27.00
11.	Temporary Striping (6")	100	LF	\$ 0.45 .405	\$ 45.00 40.50
12.	Temporary Striping (12")	100	LF	\$ 0.70 .63	\$ 70.00 63.00
13.	Striping (Thermoplastic, 4")	100	LF	\$ 0.80 .72	\$ 80.00 72.00
14.	Striping (Thermoplastic, 6")	100	LF	\$ 0.90 .81	\$ 90.00 81.00
15.	Striping (Thermoplastic, 12")	100	LF	\$ 2.00 1.80	\$ 200.00 180.00
16.	Special saw cuts for pavement	50	LF	\$ 3.00 2.70	\$ 150.00 135.00
17.	Supply and Installation of FDOT Concrete Bumper Guard	10	EA	\$ 25.00 22.50	\$ 250.00 225.00
18.	Furnish and Installation of ADA-compliant detectable surface	50	SF	\$ 60.00 54.00	\$ 3,000.00 2700.00
19.	Supply and Installation of ADA compliant welded aluminum handrail	25	LF	\$ 101.00 90.90	\$ 2,525.00 2272.50
STORM SEWER:					
20.	15" RCP, Class III	200	L.F.	\$ 14.00 12.60	\$ 2,800.00 2520.00
21.	18" RCP, Class III	200	L.F.	\$ 19.00 17.10	\$ 3,800.00 3420.00
22.	24" RCP, Class III	200	L.F.	\$ 27.00 24.30	\$ 5,400.00 4860.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
23.	30" RCP, Class III	100	L.F.	33.30 \$ 37.00	3330.00 \$ 3,700.00
24.	36" RCP, Class III	100	L.F.	45.00 \$ 50.00	4500.00 \$ 5,000.00
25.	42" RCP, Class III	100	L.F.	55.80 \$ 62.00	5580.00 \$ 6,200.00
26.	48" RCP, Class III	100	L.F.	69.30 \$ 77.00	6930.00 \$ 7,700.00
27.	60" RCP, Class III	100	L.F.	103.50 \$ 115.00	10,350.00 \$ 11,500.00
28.	72" RCP, Class III	100	L.F.	144.90 \$ 161.00	14,490.00 \$ 16,100.00
29.	Adjust Existing Storm Manhole/Inlet Top	25	EA.	90.00 \$ 100.00	2,250.00 \$ 2,500.00
30.	Storm Inlet, Type C	15	EA.	765.00 \$ 850.00	11,475.00 \$ 12,750.00
31.	Storm Inlet, Type E	15	EA.	1170.00 \$ 1300.00	17,550.00 \$ 19,500.00
32.	Storm Inlet, Type P-5	15	EA.	1440.00 \$ 1600.00	21,600.00 \$ 24,000.00
33.	Storm Inlet, Type P-6	15	EA.	1800.00 \$ 2000.00	27,000.00 \$ 30,000.00
34.	Storm Manhole, Type P (3.5' x 6') (up to 6' depth)	1	EA.	1485.00 \$ 1650.00	1,485.00 \$ 1,650.00
34a.	Additional depth to Bid Item 34 per 1 foot increment	1	L.F.	166.50 \$ 185.00	166.50 \$ 185.00
35.	Storm Manhole, Type J (3.5'x6') (up to 6' depth)	1	EA.	1485.00 \$ 1650.00	1,485.00 \$ 1,650.00
35a.	Additional depth to Bid Item 35 per 1 foot increment	1	L.F.	166.50 \$ 185.00	166.50 \$ 185.00
36.	Storm Manhole, Type J (5'X5') (up to 6' depth)	1	EA.	1620.00 \$ 1800.00	1,620.00 \$ 1,800.00
36a.	Additional depth to Bid Item 36 per 1 foot increment	1	L.F.	189.00 \$ 210.00	189.00 \$ 210.00
37.	Storm Manhole, Type J (6'X6') (up to 6' depth)	1	EA.	2160.00 \$ 2400.00	2,160.00 \$ 2,400.00
37a.	Additional depth to Bid Item 37 per 1 foot increment	1	L.F.	234.00 \$ 260.00	234.00 \$ 260.00
38.	12"X18" Oval RCP	100	L.F.	19.80 \$ 22.00	1,980.00 \$ 2,200.00
<u>PRESSURE PIPE (WATER MAIN):</u>					
39.	4" C-900 PVC Water Main	100	L.F.	3.60 \$ 4.00	360.00 \$ 400.00
40.	6" C-900 PVC Water Main	100	L.F.	6.30 \$ 7.00	630.00 \$ 700.00
41.	8" C-900 PVC Water Main	100	L.F.	10.35 \$ 11.50	1,035.00 \$ 1,150.00
42.	10" C-900 PVC Water Main	100	L.F.	15.30 \$ 17.00	1,530.00 \$ 1,700.00
43.	12" C-900 PVC Water Main	100	L.F.	22.50 \$ 25.00	2,250.00 \$ 2,500.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
44.	4" PVC Mega-Lug Kits	<u>50</u>	EA	27.00 \$ 30.00	1,350.00 \$ 1,500.00
45.	6" PVC Mega-Lug Kits	<u>50</u>	EA	34.20 \$ 38.00	1,710.00 \$ 1,900.00
46.	8" PVC Mega-Lug Kits	<u>50</u>	EA	47.70 \$ 53.00	2,385.00 \$ 2,650.00
47.	10" PVC Mega-Lug Kits	<u>50</u>	EA	67.50 \$ 75.00	3,375.00 \$ 3,750.00
48.	12" PVC Mega-Lug Kits	<u>50</u>	EA	81.90 \$ 91.00	4,095.00 \$ 4,550.00
49.	4" Cement-lined DIP Water Main Class 52	<u>100</u>	L.F.	13.05 \$ 14.50	1,305.00 \$ 1,450.00
50.	6" Cement-lined DIP Water Main Class 52	<u>100</u>	L.F.	16.20 \$ 18.00	1,620.00 \$ 1,800.00
51.	8" Cement-lined DIP Water Main Class 52	<u>100</u>	L.F.	22.50 \$ 25.00	2,250.00 \$ 2,500.00
52.	10" Cement-lined DIP Water Main Class 52	<u>100</u>	L.F.	26.55 \$ 29.50	2,655.00 \$ 2,950.00
53.	12" Cement-lined DIP Water Main Class 52	<u>100</u>	L.F.	36.00 \$ 40.00	3,600.00 \$ 4,000.00
54.	16" Cement-lined DIP Water Main Class 51	<u>100</u>	L.F.	45.00 \$ 50.00	4,500.00 \$ 5,000.00
55.	18" Cement-lined DIP Water Main Class 51	<u>100</u>	L.F.	51.525 \$ 57.25	5,152.50 \$ 5,725.00
56.	20" Cement-lined DIP Water Main Class 51	<u>100</u>	L.F.	58.95 \$ 65.50	5,895.00 \$ 6,550.00
57.	24" Cement-lined DIP Water Main Class 51	<u>100</u>	L.F.	74.70 \$ 83.00	7,470.00 \$ 8,300.00
58.	30" Cement-lined DIP Water Main Class 51	<u>100</u>	L.F.	103.50 \$ 115.00	10,350.00 \$ 11,500.00
59.	36" Cement-lined DIP Water Main Class 51	<u>100</u>	L.F.	141.30 \$ 157.00	14,130.00 \$ 15,700.00
60.	4" Cement-lined DIP Fittings	<u>1</u>	TON	4500.00 \$ 5000.00	4,500.00 \$ 5,000.00
61.	6" Cement-lined DIP Fittings	<u>1</u>	TON	4500.00 \$ 5000.00	4,500.00 \$ 5,000.00
62.	8" Cement-lined DIP Fittings	<u>1</u>	TON	4500.00 \$ 5000.00	4,500.00 \$ 5,000.00
63.	10" Cement-lined DIP Fittings	<u>1</u>	TON	4500.00 \$ 5000.00	4,500.00 \$ 5,000.00
64.	12" Cement-lined DIP Fittings	<u>1</u>	TON	4500.00 \$ 5000.00	4,500.00 \$ 5,000.00
65.	16" Cement-lined DIP Fittings	<u>1</u>	TON	5850.00 \$ 6500.00	5,850.00 \$ 6,500.00
66.	18" Cement-lined DIP Fittings	<u>1</u>	TON	5850.00 \$ 6500.00	5,850.00 \$ 6,500.00
67.	20" Cement-lined DIP Fittings	<u>1</u>	TON	5850.00 \$ 6500.00	5,850.00 \$ 6,500.00
68.	24" Cement-lined DIP Fittings	<u>1</u>	TON	7200.00 \$ 8000.00	7,200.00 \$ 8,000.00
69.	30" Cement-lined DIP Fittings	<u>1</u>	TON	7650.00 \$ 8500.00	7,650.00 \$ 8,500.00
70.	36" Cement-lined DIP Fittings	<u>1</u>	TON	7920.00 \$ 8800.00	7,920.00 \$ 8,800.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
71.	1" Single Water Service (Type K, up to 10') incl. Meter Box, complete	20	EA.	247.50 275.00	4,950.00 5,500.00
71a.	Additional length to Bid Item 71 per 1 foot increment	40	L.F.	9.00 10.00	360.00 400.00
72.	1" Single Water Service (Polytube, up to 10') incl. Meter Box complete	20	EA.	180.00 200.00	3,600.00 4,000.00
72a.	Additional length to Bid Item 72 per 1 foot increment	40	L.F.	90 1.00	36.00 40.00
73.	2" Single Water Service (Type K, up to 10') incl. Meter Box complete	20	EA.	738.00 820.00	14,760.00 16,400.00
73a.	Additional length to Bid Item 73 per 1 foot increment	40	EA.	27.00 30.00	1,080.00 1,200.00
74.	2" Single Water Service (Polytube, up to 10') incl. Meter Box complete	20	EA.	540.00 600.00	10,800.00 12,000.00
74a.	Additional length to Bid Item 74 per 1 foot increment	40	EA.	2.70 3.00	108.00 120.00
75.	2" Temporary Water Main incl. temporary fittings and temporary service connections, complete	100	L.F.	7.20 8.00	720.00 800.00
76.	Air Release Valve Manhole, complete w/ exterior coating	1	EA.	4050.00 4500.00	4,050.00 4,500.00
77.	Sample point and Bacteriological Testing	10	EA.	225.00 250.00	2,250.00 2,500.00
78.	4" R.S.G.V. with Valve Box	1	EA.	517.75 575.00	517.50 575.00
79.	6" R.S.G.V. with Valve Box	1	EA.	630.00 700.00	630.00 700.00
80.	8" R.S.G.V. with Valve Box	1	EA.	900.00 1000.00	900.00 1,000.00
81.	10" R.S.G.V. with Valve Box	1	EA.	1260.00 1400.00	1,260.00 1,400.00
82.	12" R.S.G.V. with Valve Box	1	EA.	1620.00 1800.00	1,620.00 1,800.00
83.	20" R.S.G.V. with Valve Box	1	EA.	7200.00 8000.00	7,200.00 8,000.00
84.	24" R.S.G.V. with Valve Box	1	EA.	10620.00 11800.00	10,620.00 11,800.00
85.	30" R.S.G.V. with Valve Box	1	EA.	21600.00 24000.00	21,600.00 24,000.00
86.	36" R.S.G.V. with Valve Box	1	EA.	28800.00 32000.00	28,800.00 32,000.00
87.	Fire Hydrant	5	EA.	1440.00 1600.00	7,200.00 8,000.00
PRESSURE PIPE (FORCE MAIN):					
88.	4" Epoxy-lined DIP Force Main, Class 52	100	L.F.	22.50 25.00	2,250.00 2,500.00
89.	6" Epoxy-lined DIP Force Main, Class 52	100	L.F.	27.00 30.00	2,700.00 3,000.00
90.	8" Epoxy-lined DIP Force Main, Class 52	100	L.F.	36.00 40.00	3,600.00 4,000.00
91.	10" Epoxy-lined DIP Force Main, Class 52	100	L.F.	39.60 44.00	3,960.00 4,400.00
92.	12" Epoxy-lined DIP Force Main, Class 52	100	L.F.	49.50 55.00	4,950.00 5,500.00
93.	16" Epoxy-lined DIP Force Main, Class 51	100	L.F.	63.90 71.00	6,390.00 7,100.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
94.	18" Epoxy-lined DIP Force Main, Class 51	100	L.F.	72.90 \$ 81.00	7,290.00 \$ -8,100.00
95.	20" Epoxy-lined DIP Force Main, Class 51	100	L.F.	81.90 \$ 91.00	8,190.00 \$ 9,100.00
96.	24" Epoxy-lined DIP Force Main, Class 51	100	L.F.	103.50 \$ -115.00	10,350.00 \$ -11,500.00
97.	30" Epoxy-lined DIP Force Main, Class 51	100	L.F.	140.40 \$ 155.00	14,040.00 \$ 15,500.00
98.	36" Epoxy-lined DIP Force Main, Class 51	100	L.F.	184.50 \$ 205.00	18,450.00 \$ -20,500.00
99.	4" Epoxy-lined DIP Fittings	1	TON	7650.00 \$ 8500.00	7,650.00 \$ -8,500.00
100.	6" Epoxy-lined DIP Fittings	1	TON	7650.00 \$ 8500.00	7,650.00 \$ -8,500.00
101.	8" Epoxy-lined DIP Fittings	1	TON	7650.00 \$ 8500.00	7,650.00 \$ -8,500.00
102.	10" Epoxy-lined DIP Fittings	1	TON	7650.00 \$ 8500.00	7,650.00 \$ -8,500.00
103.	12" Epoxy-lined DIP Fittings	1	TON	7650.00 \$ 8500.00	7,650.00 \$ -8,500.00
104.	16" Epoxy-lined DIP Fittings	1	TON	9000.00 \$ 10000.00	9,000.00 \$ -10,000.00
105.	18" Epoxy-lined DIP Fittings	1	TON	9000.00 \$ 10000.00	9,000.00 \$ 10,000.00
106.	20" Epoxy-lined DIP Fittings	1	TON	10350.00 \$ 11500.00	10,350.00 \$ 11,500.00
107.	24" Epoxy-lined DIP Fittings	1	TON	10350.00 \$ 11500.00	10,350.00 \$ 11,500.00
108.	30" Epoxy-lined DIP Fittings	1	TON	10350.00 \$ 11500.00	10,350.00 \$ 11,500.00
109.	36" Epoxy-lined DIP Fittings	1	TON	9000.00 \$ 10000.00	9,000.00 \$ 10,000.00
110.	4" Plug Valve w/Valve Box	1	EA.	990.00 \$ 1100.00	990.00 \$ -1,100.00
111.	6" Plug Valve w/Valve Box	1	EA.	1440.00 \$ 1600.00	1,440.00 \$ -1,600.00
112.	8" Plug Valve w/Valve Box	1	EA.	1800.00 \$ 2000.00	1,800.00 \$ 2,000.00
113.	12" Plug Valve w/Valve Box	1	EA.	2790.00 \$ -3100.00	2,790.00 \$ -3,100.00
114.	16" Plug Valve w/Valve Box	1	EA.	4500.00 \$ 5000.00	4,500.00 \$ 5,000.00
115.	18" Plug Valve w/Valve Box	1	EA.	5400.00 \$ 6000.00	5,400.00 \$ 6,000.00
116.	20" Plug Valve w/Valve Box	1	EA.	8100.00 \$ 9000.00	8,100.00 \$ 9,000.00
117.	24" Plug Valve w/Valve Box	1	EA.	16200.00 \$ 18000.00	16,200.00 \$ 18,000.00
118.	30" Plug Valve w/Valve Box	1	EA.	25200.00 \$ 28000.00	25,200.00 \$ 28,000.00
119.	36" Plug Valve w/Valve Box	1	EA.	31500.00 \$ 35000.00	31,500.00 \$ 35,000.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>PRESSURE PIPE (WATER/FORCE MAIN):</u>					
120.	8" HDPE (SDR11) Pipe	100	LF.	11.70 13.00	1,170.00 1,300.00
121.	10" HDPE (SDR11) Pipe	100	LF.	16.65 18.50	1,665.00 1,850.00
122.	12" HDPE (SDR11) Pipe	100	LF.	23.40 26.00	2,340.00 2,600.00
123.	16" HDPE (SDR11) Pipe	100	LF.	40.50 45.00	4,050.00 4,500.00
124.	18" HDPE (SDR11) Pipe	100	LF.	50.40 56.00	5,040.00 5,600.00
125.	20" HDPE (SDR11) Pipe	100	LF.	61.20 68.00	6,120.00 6,800.00
126.	24" HDPE (SDR11) Pipe	100	LF.	86.40 96.00	8,640.00 9,600.00
127.	30" HDPE (SDR11) Pipe	100	LF.	135.00 150.00	13,500.00 15,000.00
128.	36" HDPE (SDR11) Pipe	100	LF.	198.00 220.00	19,800.00 22,000.00
129.	12" Butterfly Valve w/Valve Box	1	EA.	1170.00 1300.00	1,170.00 1,300.00
130.	16" Butterfly Valve w/Valve Box	1	EA.	1800.00 2000.00	1,800.00 2,000.00
131.	20" Butterfly Valve w/Valve Box	1	EA.	2340.00 2600.00	2,340.00 2,600.00
132.	24" Butterfly Valve w/Valve Box	1	EA.	3420.00 3800.00	3,420.00 3,800.00
133.	30" Butterfly Valve w/Valve Box	1	EA.	6480.00 7200.00	6,480.00 7,200.00
134.	36" Butterfly Valve w/Valve Box	1	EA.	8550.00 9500.00	8,550.00 9,500.00
135.	4" Field-Lok Gaskets	50	EA.	35.10 39.00	1,755.00 1,950.00
136.	6" Field-Lok Gaskets	50	EA.	49.50 55.00	2,475.00 2,750.00
137.	8" Field-Lok Gaskets	50	EA.	66.60 74.00	3,330.00 3,700.00
138.	10" Field-Lok Gaskets	50	EA.	95.40 106.00	4,770.00 5,300.00
139.	12" Field-Lok Gaskets	50	EA.	109.80 122.00	5,490.00 6,100.00
140.	16" Field-Lok Gaskets	50	EA.	259.20 288.00	12,960.00 14,400.00
141.	18" Field-Lok Gaskets	50	EA.	314.10 349.00	15,705.00 17,450.00
142.	20" Field-Lok Gaskets	50	EA.	363.60 404.00	18,180.00 20,200.00
143.	24" Field-Lok Gaskets	50	EA.	506.70 563.00	25,335.00 28,150.00
144.	30" Field-Lok Gaskets	50	EA.	1147.50 1274.00	57,375.00 63,750.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
145.	36" Field-Lok Gaskets	50	EA	1430.10 \$1,589.00	71,505.00 \$74,450.00
146.	4" DIP Mega-Lug Kits	50	EA	27.00 \$30.00	1,350.00 1,500.00
147.	6" DIP Mega-Lug Kits	50	EA	36.00 \$40.00	1,800.00 2,000.00
148.	8" DIP Mega-Lug Kits	50	EA	54.00 \$60.00	2,700.00 3,000.00
149.	10" DIP Mega-Lug Kits	50	EA	58.50 \$65.00	2,925.00 3,250.00
150.	12" DIP Mega-Lug Kits	50	EA	90.00 \$100.00	4,500.00 5,000.00
151.	16" DIP Mega-Lug Kits	50	EA	139.50 \$155.00	6,975.00 7,750.00
152.	18" DIP Mega-Lug Kits	50	EA	180.00 \$200.00	9,000.00 10,000.00
153.	20" DIP Mega-Lug Kits	50	EA	243.00 \$270.00	12,150.00 13,500.00
154.	24" DIP Mega-Lug Kits	50	EA	270.00 \$300.00	13,500.00 15,000.00
155.	30" DIP Mega-Lug Kits	50	EA	720.00 \$800.00	36,000.00 40,000.00
156.	36" DIP Mega-Lug Kits	50	EA	927.00 \$1,030.00	46,350.00 51,500.00
157.	Air Release Valve Manhole, complete w/ interior and exterior coating	5	EA	4500.00 \$5,000.00	22,500.00 25,000.00

SANITARY SEWER:

158.	Sanitary Sewer MH (4' Dia., up to 6' depth), complete	5	EA	2250.00 \$2,500.00	11,250.00 12,500.00
158a.	Additional depth to Bid Item 158 per 1 foot increment	5	L.F.	243.00 \$270.00	1,215.00 1,350.00
159.	Sanitary Sewer MH (6' Dia., up to 6' depth), complete	1	EA	4500.00 \$5,000.00	4,500.00 5,000.00
159a.	Additional depth to Bid Item 159 per 1 foot increment	5	L.F.	450.00 \$500.00	2,250.00 2,500.00
160.	MH Drop Connection (up to 6' depth)	5	EA	1350.00 \$1,500.00	6,750.00 7,500.00
160a.	Additional depth to Bid Item 160 per 1 foot increment	5	L.F.	40.50 \$45.00	202.50 225.00
161.	6" Sanitary Sewer Lateral (up to 20') incl. Cleanout, complete	1	EA	342.00 \$380.00	342.00 380.00
161a.	Additional length to Bid Item 161 per 1 foot increment	5	L.F.	4.50 \$5.00	22.50 25.00
162.	Adjust San. MH Top	5	EA	180.00 \$200.00	900.00 1,000.00
163.	6" PVC SDR 26	100	L.F.	3.60 \$4.00	360.00 400.00
164.	8" PVC SDR 26	100	L.F.	7.20 \$8.00	720.00 800.00
165.	10" PVC SDR 26	100	L.F.	10.80 \$12.00	1,080.00 1,200.00
166.	12" PVC SDR 26	100	L.F.	15.30 \$17.00	1,530.00 1,700.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
167.	15" PVC SDR 26	100	LF.	18.00 20.00	1,800.00 2,000.00
168.	24" PVC SDR 26	100	LF.	46.80 52.00	4,680.00 5,200.00
169.	30" PVC SDR 26	100	LF.	76.50 85.00	7,650.00 8,500.00
170.	6" x 6" PVC SDR 26 Wye	10	E.A.	40.50 45.00	450.00 450.00
171.	8" x 6" PVC SDR 26 Wye	10	E.A.	54.00 60.00	540.00 600.00
172.	10" x 6" PVC SDR 26 Wye	10	E.A.	108.00 120.00	1,080.00 1,200.00
173.	12" x 6" PVC SDR 26 Wye	10	E.A.	153.00 170.00	1,530.00 1,700.00
174.	15" x 6" PVC SDR 26 Wye	10	E.A.	252.00 280.00	2,520.00 2,800.00
175.	24" x 6" PVC SDR 26 Wye	10	E.A.	1170.00 1300.00	11,700.00 13,000.00
176.	30" x 6" PVC SDR 26 Wye	10	E.A.	1800.00 2000.00	18,000.00 20,000.00
177.	4" Fernco Coupling w/shear rings	10	EA.	10.80 12.00	108.00 120.00
178.	6" Fernco Coupling w/shear rings	10	EA.	27.00 30.00	270.00 300.00
179.	8" Fernco Coupling w/shear rings	10	EA.	31.50 35.00	315.00 350.00
180.	10" Fernco Coupling w/shear rings	10	EA.	45.00 50.00	450.00 500.00
181.	12" Fernco Coupling w/shear rings	10	EA.	63.00 70.00	630.00 700.00
182.	15" Fernco Coupling w/shear rings	10	EA.	76.50 85.00	765.00 850.00
183.	24" Fernco Coupling w/shear rings	10	EA.	153.00 170.00	1,530.00 1,700.00
184.	30" Fernco Coupling w/shear rings	10	EA.	270.00 300.00	2,700.00 3,000.00
CONCRETE:					
185.	Removal & Disposal of 4" thick Concrete	100	SF	3.60 4.00	360.00 400.00
186.	Removal & Disposal of 6" thick Concrete	100	SF	3.60 4.80	360.00 480.00
187.	Concrete (4" thick)	100	S.Y.	45.00 50.00	4,500.00 5,000.00
188.	Concrete (6" thick)	100	S.Y.	49.50 55.00	4,950.00 5,500.00
189.	FDOT Handicap Ramp	100	S.Y.	135.00 150.00	1,350.00 15,000.00
190.	Installation of FDOT Type "D" curb - by hand	50	LF	31.50 35.00	1,575.00 1,750.00
191.	Installation of FDOT Type "D" curb - by machine	50	LF	31.50 35.00	1,575.00 1,750.00
192.	Installation of FDOT Type "F" curb - by hand	50	LF	31.50 35.00	1,575.00 1,750.00
193.	Installation of FDOT Type "F" curb - by machine	50	LF	31.50 35.00	1,575.00 1,750.00
194.	Installation of FDOT Valley Gutter - by hand	50	LF	31.50 35.00	1,575.00 1,750.00

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL AMOUNT
195.	Installation of FDOT Valley Gutter – by machine	50	LF	49.50 \$ 55.00	\$ 2,475.00 -2,750.00
196.	Installation of Header Curb – by hand	50	LF	49.50 \$ 55.00	\$ 2,475.00 -2,750.00
197.	Installation of FDOT Asphaltic Concrete Curb	50	LF	27.00 \$ 30.00	\$ 1,350.00 1,500.00
198.	Installation of FDOT mitered end section for 15" diameter RCP	10	EA	450.00 \$ 500.00	\$ 4,500.00 -5,000.00
199.	Installation of FDOT mitered end section for 15" diameter HDPE pipe	10	EA	450.00 \$ 500.00	\$ 4,500.00 5,000.00
200.	Installation of FDOT mitered end section for 18" diameter HDPE pipe	10	EA	450.00 \$ 500.00	\$ 4,500.00 5,000.00
201.	Installation of FDOT mitered end section for 18" diameter RCP	10	EA	450.00 \$ 500.00	\$ 4,500.00 -5,000.00
202.	Special saw cuts for concrete	100	LF	4.50 \$ 5.00	\$ 450.00 -500.00
MISCELLANEOUS:					
203.	Removal & disposal of soil to implement improvements	100	CY	9.00 \$ 10.00	\$ 900.00 -1,000.00
204.	Supply, replace & compact clean fill	100	CY	18.00 \$ 20.00	\$ 1,800.00 2,000.00
205.	Supply & installation of natural stone riprap	200	Ton	63.00 \$ 70.00	\$ 12,600.00 14,000.00
206.	Supply & installation of broken concrete riprap	200	Ton	45.00 \$ 50.00	\$ 9,000.00 10,000.00
207.	Supply & install sand-cement riprap	100	CY	405.00 \$ 450.00	\$ 40,500.00 45,000.00
208.	Removal & disposal of existing culvert pipe (any material)	50	LF	13.50 \$ 15.00	\$ 675.00 -750.00
209.	Supply & installation of Bahia Sod – up to 1000 SF	1000	SF	.36 \$.40	\$ 360.00 400.00
210.	Supply & installation of Bahia Sod – over 1000 SF	2000	SF	.315 \$.35	\$ 630.00 700.00
211.	Supply & Installation of Floratam Sod – up to 1000 SF	1000	SF	.90 \$ 1.00	\$ 900.00 1,000.00
212.	Supply & Installation of Floratam Sod – over 1000 SF	2000	SF	.45 \$.50	\$ 900.00 -1,000.00
213.	Supply & installation of FDOT Seed & Mulch Mix	1000	SF	.225 \$.25	\$ 225.00 250.00
214.	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	10	HR	63.00 \$ 70.00	\$ 630.00 700.00
215.	FDOT Guard Rail with no end treatment	50	FT	54.00 \$ 60.00	\$ 2,700.00 -3,000.00
216.	Canal Excavation (sand & silt)	100	CY	6.75 \$ 7.50	\$ 675.00 -750.00
217.	Lake Canal Bank Restoration	100	SF	4.50 \$ 5.00	\$ 450.00 500.00

ITEM NO.	DESCRIPTION		PRICE/HR.
218.	Surveyor (as-built records approved by City of W.P.B.)		\$ 100.00 90.00
218a.	Field Crew		\$ 125.00 112.50
218b.	Drafting/Cad.		\$ 75.00 67.50
219.	<u>Approved MOT:</u>		
220A	Arrow Board	<u>1</u> EA	\$ 100.00 90.00
220B	Sign Board	<u>1</u> EA	\$ 120.00 108.00
220C	Standard Barricades w/Lights	<u>1</u> EA	\$ 1.00 .90
220D	Corral Barricades w/Lights	<u>1</u> EA	\$ 5.00 4.50
220E.	Road Sign w/Lights	<u>1</u> EA	\$ 2.50 2.25
220F.	FDOT-approved Traffic Cones	<u>10</u> EA	\$ 1.00 .90

ALTERNATE BID:

THE FOLLOWING EQUIPMENT IS TO BE FURNISHED WITH OPERATOR:

ITEM NO.	DESCRIPTION	PRICE/HR
1.	One tractor bulldozer, size D-5 or equivalent offering. (Make/Model) _____	126.00 \$ 140.00
2.	One self-loading scraper, pan and tractor, rubber-tired, 20 Cu. Yd. Capacity.	180.00 \$ 200.00
3.	One dragline, 1 Cu. Yd. Capacity	144.00 \$ 160.00
4.	One road pothole patch crew, including truck and hot mix asphalt, and necessary crew to patch potholes.	207.00 \$ 230.00
5.	One dragline, 2-1/2 Cu. Yd. Capacity	225.00 \$ 250.00
6.	One front end loader, 2 Cu. Yd. Capacity	63.00 \$ 70.00
7.	One front end loader, 3 Cu. Yd. Capacity	81.00 \$ 90.00

ITEM NO.	DESCRIPTION	PRICE/HR
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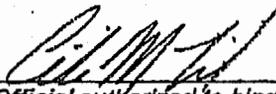
8.	One crawler tractor hydraulic backhoe 3/4 Cu. Yd. Capacity	76.50 \$ 85.00
9.	One backhoe 1.5 Cu. Yd. Capacity	108.00 \$ 120.00
10.	One backhoe 3 Cu. Yd. Capacity	144.00 \$ 160.00
11.	One backhoe 4 Cu. Yd. Capacity	198.00 \$ 220.00
12.	One backhoe 5 Cu. Yd. Capacity	315.00 \$ 350.00
13.	Heavy equipment low boy with tractor, minimum width 10', 50 ton capacity.	76.50 \$ 85.00
14.	One self-propelled vibrating, small size compactor.	54.00 \$ 60.00
15.	One tandem dump truck with sideboards, 12 Cu. Yd.	49.50 \$ 55.00
16.	One triaxle dump truck, 18 Cu. Yd.	63.00 \$ 70.00
17.	One tractor trailer dump truck, 20 Cu. Yd.	72.00 \$ 80.00
18.	One long arm (50' min.) Backhoe 3 Cu. Yd. Capacity	144.00 \$ 160.00
19.	Welding Machine	36.00 \$ 40.00
20.	Portable Generator	36.00 \$ 40.00
21.	Quick Cut Saw	18.00 \$ 20.00
22.	Asphalt/Concrete Saw	18.00 \$ 20.00
23.	Steel Wheel Roller	54.00 \$ 60.00
24.	Plate Tamper	22.50 \$ 25.00
25.	Pickup w/ tools	45.00 \$ 50.00
26.	Fuel truck	67.50 \$ 75.00
27.	Crane -- 45 ton	144.00 \$ 160.00
28.	Bobcat with grapple or excavator	58.50 \$ 65.00
29.	Boat with motor	90.00 \$ 100.00
30.	Chainsaw	22.50 \$ 25.00

NOTES:

1. This is a N/A calendar day project.
2. Small Business participation for this project is 15 %.
3. Liquidated damages are three hundred dollars (\$300) per calendar day.
4. All items shall be furnished and installed by the contractor.
5. The Contractor shall be responsible for all permitting fees and FPL electrical service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.
6. All debris is to be legally disposed of at a State of Florida licensed disposal site in accordance with City, State, and Federal standards needs and budget.
7. Award shall be based on the best value to the City and may include any alternates as deemed appropriate by the City. The City reserves the right to choose the alternates that best fit the City's needs and budget. Contracts may be awarded to more than one

company.

Bidder Company Name: D. S. EAKINS CONSTRUCTION CORPORATION


Signature of Official authorized to bind Bidder.

Print Name: CINDI M. FRICK

Title: VICE PRESIDENT

Date: 10/20/08

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

RESOLUTION NO. 10-13UD

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 THE EVALUATION COMMITTEE TO NEGOTIATE A CONTRACT WITH CHEN MOORE AND ASSOCIATES TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR MARTIN LUTHER KING JR. BOULEVARD PHASE C; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Riviera Beach Procurement Code, Request for Qualifications were advertised to solicit qualified professional engineering consultants for the Martin Luther King, Jr. Boulevard Phase C Project; and

WHEREAS, nine (9) firms submitted proposals which were publicly opened and announced and an evaluation committee consisting of the Utility District Executive Director, Assistant Executive Director, Director of Public Works and Senior Procurement Specialist convened to review and discuss the responses to the City's RFQ for professional engineering services for the Martin Luther King, Jr. Blvd Phase C Project. After review of proposals, three (3) short-listed firms, namely Chen Moore and Associates, Wantman Group, Inc. and Stanley Consultants, Inc. were invited to give oral presentations before the committee; and

WHEREAS, Chen Moore and Associates, an engineering firm, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications No. 380-13; and in accordance with the State of Florida's "Consultants" Competitive Negotiation Act" (FS 287-055), staff recommends that the Board authorize the negotiation of a contract; and

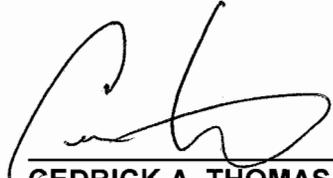
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to negotiate a contract with Chen Moore and Associates for professional engineering services for the Martin Luther King, Jr. Boulevard Project Phase C.

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

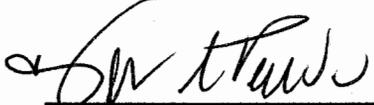
PASSED AND APPROVED this 1st day of May, 2013.

APPROVED:

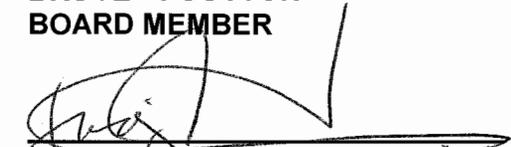

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM

ABSENT
BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

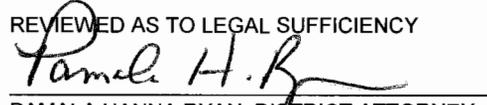
C. THOMAS AYE

D. PARDO AYE

B. GUYTON ABSENT

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

RESOLUTION NO. 11-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO SOLICIT A DESIGN/BUILD REQUEST FOR PROPOSAL (RFQ) FOR THE "CORE" DISINFECTION FACILITY LOCATED ON THE WATER TREATMENT PLANT SITE; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE UTILITY SPECIAL DISTRICT REPAIR MAINTENANCE CONTRACTOR ACCOUNT; AND MAKE PAYMENT FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 19, 2012, the Utility Special District Board of Directors adopted the City of Riviera Beach Utility Special District FY2012-2013 Budget; and

WHEREAS, the Utility Special District desires to retain professional engineering consultant(s) for the Design/Build "Core" Disinfection Facility located on the Water Treatment Plant site; and

WHEREAS. Utility Special District staff requests approval from the Utility Special District Board for authorization to release the Request for Qualification (RFQ) to retain professional engineering consultant(s).

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:

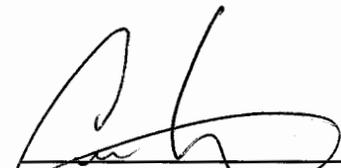
SECTION 1: That the Utility Special District is hereby authorized to release the Request for Qualification (RFQ) for professional engineering services.

SECTION 2: That the Finance Director is authorized to make payment in the amount of \$1,500,000 from the Utility Special District Capital Water Mains account number 413-1437-533-0-6558 and make payment from same.

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

PASSED AND APPROVED this 1st day of May, 2013.

APPROVED:

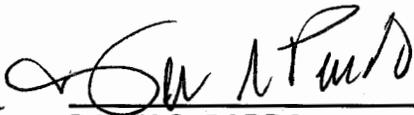


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK

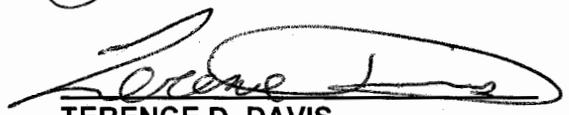


DAWN S. PARDO
CHAIR PRO-TEM

ABSENT
BRUCE A. GUYTON
BOARD MEMBER



JUDY L. DAVIS
BOARD MEMBER



TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

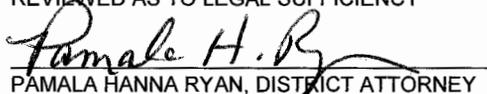
C. THOMAS AYE

D. PARDO AYE

B. GUYTON ABSENT

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

RESOLUTION NO. 12-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM CHEN MOORE AND ASSOCIATES, INC., IN THE AMOUNT OF \$37,946.59 TO PERFORM PROFESSIONAL ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE UTILITY IMPROVEMENTS ASSOCIATED WITH PALM BEACH COUNTY'S SILVER BEACH ROAD IMPROVEMENT PROJECT; AND AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1437-533-0-6558; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of Chen Moore and Associates, Inc., has prepared and submitted to the Utility Special District, a proposal for professional engineering design and construction administration services for the design of the water and sewer improvements required as part of the Palm Beach County Silver Beach Road Improvement Project, for a fee of \$37,946.59; and

WHEREAS, the primary purpose of this project is to improve the existing utilities and accommodate the Silver Beach Road Improvement Project.

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

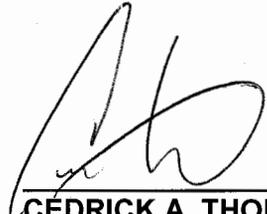
SECTION 1: That the Utility Special District Board approves the proposal from Chen Moore and Associates, Inc., in the amount of \$37,946.59, to provide professional engineering design and construction administration services in association with Palm Beach County's Silver Beach Road Improvement Project.

SECTION 2: That the Interim District Finance Director is authorized to make payment for same under Account Number 413-1437-533-0-6558 in the amount of \$37,946.59.

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

PASSED AND APPROVED this 5th day of JUNE, 2013.

APPROVED:



CEDRICK A. THOMAS
CHAIRPERSON

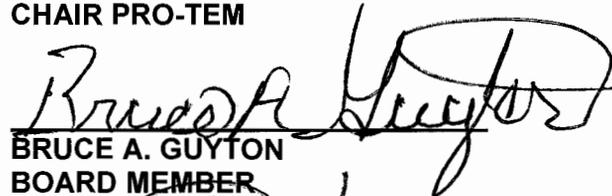
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



DAWN S. PARDO
CHAIR PRO-TEM



BRUCE A. GUYTON
BOARD MEMBER



JUDY L. DAVIS
BOARD MEMBER



TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T.DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/3/13

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND
CHEN MOORE AND ASSOCIATES, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES-MARTIN LUTHER KING, JR. BOULEVARD
ROAD CONSTRUCTION IMPROVEMENT PROJECT**

THIS CONTRACT is entered into this 5th day of June, 2013 between the City of Riviera Beach Utility Special District, Florida (hereinafter referred to as ("DISTRICT")) and Chen Moore and Associates, Inc., a Florida Corporation whose office is in Fort Lauderdale, Florida and whose Federal Identification number is 59-2739866 (hereinafter referred to as ("ENGINEER")).

WHEREAS, it has been determined that it is advisable, and desirable to employ a qualified firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering planning and design services required in conjunction with the Martin Luther King, Jr. Boulevard Road Construction Improvement Project Phase C; and

WHEREAS, the DISTRICT, in accordance with the Consultant's Competitive Negotiation Act, has selected the ENGINEER to be the most qualified firm; and

WHEREAS, the DISTRICT is now desirous of contracting with ENGINEER to provide professional engineering services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Engineer will be providing all engineering services for the utility relocation on Martin Luther King, Jr. Boulevard, in Riviera Beach as it relates to the overall Road Construction Improvement Project. The services are more specifically set forth in Exhibit A, entitled "Scope of Services." The costs for the engineering services shall not exceed \$199,993, as more specifically detailed in the attached Fee Proposal.

ARTICLE 2 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

- A. Provide complete and detailed information as to its requirements for the Project.
- B. Assist ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- C. Furnish to ENGINEER, as required by for the performance of the Project, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, and other special data or consultations not covered in Article 2-A; all of which ENGINEER, may rely upon to performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.

- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. The Executive Director of the Riviera Beach Utility Special District or designee shall act as DISTRICT's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT's policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEERS services.
- H. Furnish or direct ENGINEER, to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.
- I. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 3 – PERIOD OF SERVICE

It is mutually agreed by DISTRICT and ENGINEER that this Contract is for a period of one year to include the design and construction of the projects as detailed in Exhibit A.

ARTICLE 4 – PAYMENTS TO ENGINEER

- A. ENGINEER shall invoice the DISTRICT not more frequently than monthly for services that have been rendered in conformity with this Contract. The DISTRICT's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will be paid within thirty (30) days following the DISTRICT representative's approval.
- B. Payment of Expenses-All requests for payment of expenses eligible for reimbursement under the terms of this Contract (see Task 8, under the Scope of Services), 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. There shall be no payment for long distance telephone calls or travel related expenses.
- C. Final Invoice – In order for both parties herein to close their books and records, ENGINEER will clearly state “final invoice” on the ENGINEER's final/last billing to the DISTRICT. This certifies that all Services have been properly performed and all charges have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the ENGINEER.
- D. If the DISTRICT fails to make any payment due the ENGINEER for services and expenses under this Contract within forty-five (45) days after the ENGINEER's transmittal of its invoice to the DISTRICT, the ENGINEER may, after giving notice to the DISTRICT, suspend services under this Contract in question until it has been paid in full all amounts due.
- E. If the DISTRICT disputes any invoice or part of an invoice, DISTRICT shall notify ENGINEER of such dispute within fifteen (15) days of receipt of the invoice. DISTRICT reserves the right to off-set, reduce or withhold any payment to ENGINEER in accordance with the terms and conditions of this Contract.

ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER 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 not higher than those charged to the ENGINEER'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's 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 engineers. The DISTRICT shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 6 – TERMINATION

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notices to the DISTRICT's representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER shall be paid for services rendered to the DISTRICT's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT, the ENGINEER 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 in the format acceptable to DISTRICT.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the ENGINEER and DISTRICT shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under this Contract.

ARTICLE 7 – PERSONNEL

The ENGINEER 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 ENGINEER 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.

The ENGINEER shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

The ENGINEER agrees that it is fully responsible to the DISTRICT for the acts and commissions of sub-consultants and of persons either directly or indirectly employed by the ENGINEER. Nothing contained herein shall create any Contractual relationship between any subcontractor and the DISTRICT.

All of the ENGINEER's personnel (and all sub-consultants) while on DISTRICT premises, will comply with all DISTRICT requirements governing conduct, safety and security.

ARTICLE 8 – SUBCONTRACTING

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

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

If sub-consultant(s) are used, the ENGINEER shall use only licensed and insured sub-consultant(s). All sub-consultants shall be required to promptly make payments to any person who, directly or indirectly provides services or supplies under this Contract.

The ENGINEER shall be responsible for the performance of all sub-consultants.

ARTICLE -9- SBE PARTICIPATION

Consistent with the City procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. ENGINEER is hereby informed that the CITY has established a goal of 15% participation of SBE. ENGINEER is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of the Contract. The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE- 10 – 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 ENGINEER. The ENGINEER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill Contractual obligation with the DISTRICT, nor is the ENGINEER authorized to use the DISTRICT's Tax Exemption Number in securing such materials.

The ENGINEER 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 -11- INSURANCE

- A. Prior to execution of this Contract by the DISTRICT, the ENGINEER 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 ENGINEER 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 ENGINEER of its liability and obligations under this Contract.
- B. The ENGINEER shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of \$1, 000,000.00 Contractual liability per claim/annual aggregate.
- C. The ENGINEER 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 ENGINEER 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 ENGINEER or by anyone directly or indirectly employed by or contracting with the ENGINEER.
- D. The ENGINEER 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 ENGINEER 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 non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.

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

ARTICLE 12 – INDEMNIFICATION

The ENGINEER shall indemnify and save harmless the DISTRICT, its employees from and against liability, losses, which arise from any negligent act or omission of the ENGINEER, its agents, servants, or employees in the performance of services under this Contract.

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

The ENGINEER shall defend all actions arising from ENGINEER's negligent acts, in the name of the DISTRICT, when applicable, and all costs and fees associated therewith shall be the responsibility of the ENGINEER.

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 limits provided in Section 768.28, Florida Statutes.

ARTICLE 13 – SUCCESSORS AND ASSIGNS

The DISTRICT and the ENGINEER 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 ENGINEER 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 ENGINEER.

ARTICLE 14 - DISPUTE RESOLUTION AND VENUE

All claims arising out of the Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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, and if necessary be litigated by non-jury trial.

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 hereafter existing at law or in equity or by statute or otherwise. No single or partial excuse by any party of any right, power, remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 – CONFLICT OF INTEREST

The ENGINEER 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 ENGINEER further represents that no person having any such conflicting interest shall be employed for said performance.

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The ENGINEER 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 ENGINEER or its sub-consultants 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 ENGINEER's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the ENGINEER's failure to perform was without its or its sub-consultants 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 ENGINEER 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 engineer 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 ENGINEER'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 ENGINEER 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 forms of indebtedness. The ENGINEER 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 ENGINEER 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 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 ENGINEER 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 bases, 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 shall hold the ENGINEER harmless should the DISTRICT use any of the ENGINEER's work products for a purpose other than that intended by the ENGINEER.

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

All covenants, contracts, 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 ENGINEER 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 ENGINEER's sole direction, supervision and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER'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 ENGINEER does not have the power or authority to bind the DISTRICT in any promise, contract or representation other than as specifically provided for in this Contract.

ARTICLE 21 – CONTINGENT FEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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 ENGINEER, 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 ENGINEER shall maintain adequate records to justify all charges, expenses, and costs concurred 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 ENGINEER's place of business.

ARTICLE 23 – NONDISCRIMINATION

The ENGINEER 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, ENGINEER 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. All parties shall be responsible for their own attorneys fees, court costs and expenses 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.

ARTICLE 25 – AUTHORITY TO PRACTICE

The ENGINEER 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 ENGINEER 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 F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants 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 ENGINEER of the DISTRICT's notification of a contemplated change, the ENGINEER 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 to the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the ENGINEER's ability to meet the completion dates or schedules of this Contract.

If the DISTRICT so instructs in writing, the ENGINEER 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 ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT 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:

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
c/o LOUIS C. AURIGEMMA, P.E., EXECUTIVE DIRECTOR
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**PETER MOORE, P.E., PRESIDENT
CHEN MOORE AND ASSOCIATES
500 WEST CYPRESS CREEK ROAD, SUITE 410
FORT LAUDERDALE, FLORIDA 33316**

ARTICLE 30 – ENTIRETY OF CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT 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 the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

ARTICLE 31 – 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 32 – PREPARATION

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

ARTICLE 33 – MATERIALITY

All provisions of the Contract shall be deemed material, in the event ENGINEER 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 34- REPRESENTATION/BINDING AUTHORITY

ENGINEER 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, Mark Drummond, P.E., BCEE, President, hereby represents to the DISTRICT that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of the 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 35 – EXHIBITS

Each exhibit referred to in this Contract forms as 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. "Exhibit A" is hereby attached and describes the Scope of Work.

ARTICLE 36 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "A" and Bid No. 380-13. The ENGINEER agrees to be bound by all the terms and conditions as set forth in this Contract and Bid No. 380-13. To the extent there exists a conflict between this Contract and Bid No.380-13, 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 37 – LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 38 – 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 39 – 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 40 – 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 sub-consultant 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 ENGINEER;
- B. The filing of any judgment lien against the assets of the ENGINEER 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 ENGINEER; or
- C. The filing of a petition by or against the ENGINEER for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the ENGINEER or the ENGINEER's property; or an assignment by the ENGINEER for the benefit of creditors; or the taking possession of the property of the ENGINEER by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the ENGINEER; or if a temporary or permanent receiver or trustee shall be appointed for the ENGINEER or for the ENGINEER's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 41 – WAIVER OF SUBROGATION

The ENGINEER 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 contract to waive subrogation without an endorsement, then the ENGINEER 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 ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 42 – RIGHT TO REVIEW

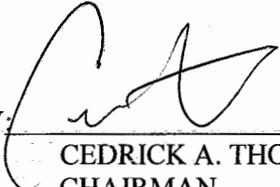
The DISTRICT, by and through its Risk Management Department, in cooperation with the contract/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. 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.

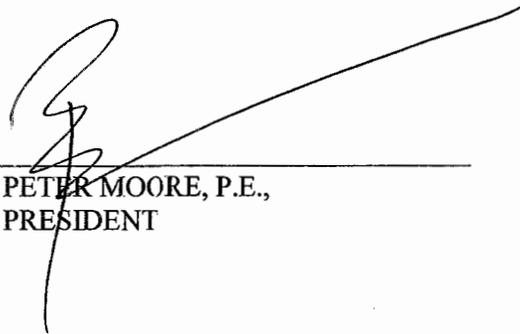
CONTRACT WITH THE CITY OF RIVIEREA BEACH UTILITY SPECIAL DISTRICT

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

DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: CHEN MOORE AND ASSOCIATES INC.

BY: 
CEDRICK A. THOMAS
CHAIRMAN

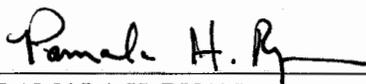
BY: 
PETER MOORE, P.E.,
PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
DISTRICT ATTORNEY

BY: 
LOUIS C. AURIGEMMA, P.E.
EXECUTIVE DIRECTOR
UTILITY SPECIAL DISTRICT

DATE: 6/3/13

EXHIBIT A

SCOPE OF SERVICES

Utility Relocation

Martin Luther King Junior Boulevard Phase C Utility Relocation Project

SCOPE OF SERVICES

Chen Moore and Associates was asked by the City of Riviera Beach Utility District (RBUD) to coordinate the relocation of underground utilities which are in conflict with the proposed road widening project for Martin Luther King Junior Boulevard Phase C. The widening is being performed by Florida Department of Transportation (FDOT) FPID Project No. 229896-1-52-01 (PROJECT). For this proposal, a brief investigation of the existing utilities in conflict was made in coordination with the RBUD. It was assumed that all water lines in conflict would be completely replaced.

The scope of service will include the following:

- Coordination with FDOT
- Coordination with RBUD
- Coordinate with the Palm Beach County Health Department (PBCHD)
- Coordinate utility test holes with RBUD equipment
- Prepare utility relocation design and traffic management plans necessary for FDOT
- Permitting
- Bidding Assistance
- Minimal Construction Administration

The Scope will NOT include the following:

- Surveying any additional areas.
- Plans according to FDOT CAD standards (Microstation)

The professional engineering services and the associated fees are described below:

TASK 1 - FIELD INVESTIGATION AND EXISTING CONDITIONS

- 1.1 Field Verification: ENGINEER shall conduct field visits to assess the existing conditions of the project area and to verify the topographic survey. ENGINEER shall also conduct a field study of the existing water meters and sanitary manholes with the assistance of the RBUD.
- 1.2 Utility Coordination: ENGINEER will coordinate with the RBUD for the performance of test holes with the RBUD equipment. ENGINEER will also coordinate with the RBUD for televising the existing sewer system.

TASK 2 - COORDINATION WITH RBUD, FDOT AND AGENCIES

- 2.1 Coordination with RBUD: ENGINEER will coordinate with the RBUD to establish relocation criteria and select the best options for relocation.
- 2.2 Coordination with FDOT: ENGINEER will coordinate with FDOT to determine design restrictions and permitting requirements.
- 2.3 Coordination with Other Agencies: ENGINEER will attend meetings with regulatory and permitting agencies to incorporate all requirements set forth by PBCHD, FDOT, RBUD and all other permitting agencies relevant to the project. ENGINEER shall perform a Sunshine One design ticket call, send letters to all identified utilities, collect utility location information and digitize utility locations for drawings.

TASK 3 - CONSTRUCTABILITY SUBMITTAL

- 3.1 Plans: ENGINEER shall prepare a constructability submittal in accordance with the FDOT submittal schedule, which will include the utility relocation plans for the water and sewer system. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant for the final FDOT constructability submittal.
- 3.2 Specifications: ENGINEER shall prepare technical specifications for the proposed relocations included within the constructability plans. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant for the final FDOT constructability submittal.

EXHIBIT A

SCOPE OF SERVICES

Utility Relocation

Martin Luther King Junior Boulevard Phase C Utility Relocation Project

- 3.3 **Cost Estimate:** ENGINEER shall prepare and submit a cost estimate of the probable construction costs which will reflect the proposed relocations included within the constructability plans. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant for the final FDOT constructability submittal.
- 3.4 **Supporting Documents:** ENGINEER shall prepare and submit the supporting documents required by FDOT including color coded plans, explanation of reimbursable items, utility work schedule and computation books. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant for the final FDOT constructability submittal.
- 3.5 **Meetings:** ENGINEER will attend up to one meeting with the RBUD and one meeting with the FDOT or FDOT consultant to discuss the utility relocation elements and options related to the project. ENGINEER will also attend up to one FDOT utility coordination meeting.

TASK 4 – BIDABILITY SUBMITTAL

- 4.1 **Plans:** ENGINEER shall prepare a bidability submittal in accordance with the FDOT submittal schedule, which will include the utility relocation plans for the water and sewer system. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the constructability submittal for the final FDOT bidability submittal.
- 4.2 **Specifications:** ENGINEER shall prepare technical specifications for the proposed relocations included within the bidability plans. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the constructability submittal for the final FDOT bidability submittal.
- 4.3 **Cost Estimate:** ENGINEER shall prepare and submit a cost estimate of the probable construction costs which will reflect the proposed relocations included within the bidability plans. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the constructability submittal for the final FDOT bidability submittal.
- 4.4 **Supporting Documents:** ENGINEER shall prepare and submit the supporting documents required by FDOT including color coded plans, explanation of reimbursable items, utility work schedule and computation books. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the constructability submittal for the final FDOT bidability submittal.
- 4.5 **Meetings:** ENGINEER will attend up to one meeting with the RBUD and one meeting with the FDOT or FDOT consultant to discuss the utility relocation elements and options related to the project.
- 4.6 **Permit Submittal:** ENGINEER shall prepare and submit applications for the permits necessary to authorize the project to be bid. The potential permits include:
 - Palm Beach County Health Department (Water and Sanitary Permits)
 - Florida Department of Transportation (Utility Permit)
 - Palm Beach County (Utility Permit)
- 4.7 **Modifications:** ENGINEER shall incorporate any revisions made by permit agencies into design drawings.

TASK 5 – PRODUCTION SUBMITTAL

- 5.1 **Plans:** ENGINEER shall prepare a production submittal in accordance with the FDOT submittal schedule, which will include the utility relocation plans for the water and sewer system. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the bidability submittal for the final FDOT production submittal.
- 5.2 **Specifications:** ENGINEER shall prepare technical specifications for the proposed relocations included within the production plans. ENGINEER will submit to FDOT consultant and incorporate

EXHIBIT A

SCOPE OF SERVICES

Utility Relocation

Martin Luther King Junior Boulevard Phase C Utility Relocation Project

comments from this consultant and comments from the FDOT on the bidability submittal for the final FDOT production submittal.

- 5.3 **Cost Estimate:** ENGINEER shall prepare and submit a cost estimate of the probable construction costs which will reflect the proposed relocations included within the production plans. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the bidability submittal for the final FDOT production submittal.
- 5.4 **Supporting Documents:** ENGINEER shall prepare and submit the supporting documents required by FDOT including color coded plans, explanation of reimbursable items, utility work schedule and computation books. ENGINEER will submit to FDOT consultant and incorporate comments from this consultant and comments from the FDOT on the bidability submittal for the final FDOT production submittal.
- 5.5 **Meetings:** ENGINEER will attend up to one meeting with the RBUD and one meeting with the FDOT or FDOT consultant to discuss the utility relocation elements and options related to the project.

TASK 6 -- BIDDING ASSISTANCE

It is assumed that the utility relocations will be done as part of the PROJECT. The tasks for bidding assistance will be limited to assisting the PROJECT by providing input when required.

- 6.1 **Pre-Bid Meeting:** ENGINEER shall assist with the preparation of materials and attend a pre-bid meeting to be attended by any interested contractor. The purpose of the meeting will be to outline any special site conditions and clarify any contractor questions.
- 6.2 **Issue Construction Documents:** ENGINEER shall prepare and provide one set of construction documents to the FDOT. The FDOT will reproduce the construction sets and distribute to contractors as necessary.
- 6.3 **Respond to Questions / Addendums:** ENGINEER shall assist FDOT by responding to all written inquiries made by contractors regarding utility relocation and prepare one addendum to clarify contract questions.
- 6.4 **Bid Analysis:** ENGINEER shall assist with bid analysis when necessary.

TASK 7 -- CONTRACT ADMINISTRATION

It is assumed that construction administration will be done as part of the PROJECT. It is assumed that FDOT construction administration staff will perform daily inspections. Chen Moore and Associates will be available on an hourly basis to assist with any aspects of construction administration required.

- 7.1 **Construction Administration:** ENGINEER shall perform contract administration duties as indicated in the General Contract with the RBUD on an as-needed basis. This will include attending a pre-construction meeting and answering any utility related questions. ENGINEER will review and approve shop drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit. ENGINEER will also determine the acceptability of substitute materials and equipment proposed by Contractor(s). ENGINEER shall visit site on a periodic basis to ensure all work is being done in an acceptable manner. ENGINEER will meet with RBUD staff to prepare a punch list. ENGINEER will walk the site with the contractor to go over the punch list until completion for final acceptance.
- 7.2 **Project Closeout and Certification:** ENGINEER will certify the project at completion to the RBUD staff and jurisdictional agencies. ENGINEER will prepare and submit to the RBUD for approval one set of the Record Project Drawings in hard and digital copies.

EXHIBIT A

SCOPE OF SERVICES

Utility Relocation

Martin Luther King Junior Boulevard Phase C Utility Relocation Project

TASK 8 – REIMBURSABLES

The following are estimated costs of reimbursable expenses. The RBUD will only pay for those services which were used.

- 8.1 **Printing and Shipping:** The costs for the printing and reproduction costs for submittal material will be billed to the RBUD. This will include the shipping costs required to submit the printed documents.

ASSUMPTIONS

- This proposal does not include any services required for easement or right-of-way acquisitions.
- The construction administration services are limited to interaction with the contractor and will not include responding to resident concerns. All resident issues will be directed to the RBUD.
- All review comments from the RBUD on each design submittal shall be provided to ENGINEER at one time. Any revisions due to additional comments may result in the need for additional services.
- RBUD shall provide all required permit fees.
- It is assumed all materials testing costs will be part of the FDOT project.

DELIVERABLES

Chen Moore and Associates will provide the following deliverables at each submittal:

Design plans:

- 5 half size sets (11"x17") at each phase submittal
- 18 half size sets (11"x17") for permitting submittals
- 1 half size sets (11"x17") for bidding purposes
- 1 digital CAD copy for bidding purposes
- 1 digital PDF copy for bidding purposes

Technical Specifications:

- 1 set at each phase submittal
- 1 set for bidding purposes

Digital Copies:

- Final Design Drawings (AutoCAD format)
- Final Design Drawings (PDF format)
- Technical specifications (Word format)
- Presentation material (PDF format)

SCHEDULE OF SERVICES

Each task will correspond to the FDOT project schedule.

RESOLUTION NO. 13-13UD

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) 2013 FORD F150 AT AN APPROXIMATE AMOUNT OF \$18,157.00 FROM HUB CITY FORD IN CRESTVIEW, FL, UTILITIZING THE FLORIDA SHERIFF'S ASSOCIATION AND LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA COOPERATIVE BID FOR PURSUIT, UTILITY VEHICLES, ADMINISTRATIVE, TRUCKS AND VANS, CONTRACT BID NO. 071-000-13-1 BEGINNING NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013; AND THAT THE UTILITY DISTRICT BOARD AUTHORIZE THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAP: VEHICLE LINE ITEM NO. 411-1417-536-0-6451; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Utility Special District is in need of purchasing one (1) new vehicle replacing one (1) 2013 Ford F-150 used by the Utility District personnel; and

WHEREAS, U-702 is listed for replacement in the Five-Year Vehicle Replacement Plan, prepared by Brynt Johnson, Director of Public Works, during the current fiscal year; and

WHEREAS, this purchase will piggy-back the Florida Sheriff's Association Bid No. 071-000-13-1 (State Contract) ending November 30, 2013, from Hub City Ford, Crestview, Florida;

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 vehicle purchase from Hub City Ford, Crestview, Florida, for the Utility Special District, in the approximate amount of \$18,157.00.

SECTION 2: That the District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-6451.

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

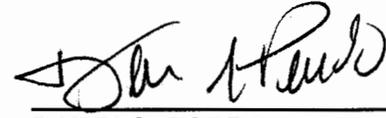
PASSED AND APPROVED this 5TH day of JUNE, 2013.

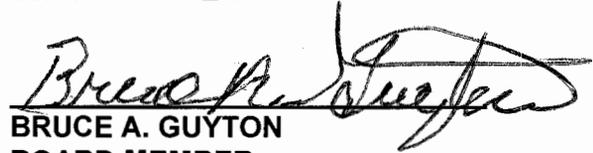
APPROVED:

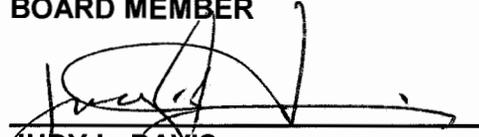

CEDRICK A. THOMAS
CHAIRPERSON

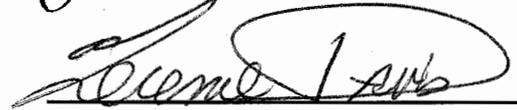
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

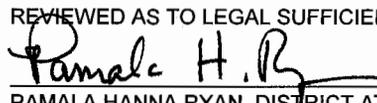
C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

RESOLUTION NO. 14-13UD

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) 2013 FORD F250 AT AN APPROXIMATE AMOUNT OF \$23,115.00 FROM DON REID FORD IN MAITLAND, FL, UTILITIZING THE FLORIDA SHERIFF'S ASSOCIATION AND LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA COOPERATIVE BID FOR PURSUIT, UTILITY VEHICLES, ADMINISTRATIVE, TRUCKS AND VANS, CONTRACT BID NO. 071-000-13-1 BEGINNING NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013; AND THAT THE UTILITY DISTRICT BOARD AUTHORIZE THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAP: VEHICLE LINE ITEM NO. 411-1417-536-0-6451; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Utility Special District is in need of purchasing one (1) new vehicle replacing one (1) 2013 Ford F-250 used by the Utility District personnel; and

WHEREAS, U-720 is listed for replacement in the Five-Year Vehicle Replacement Plan, prepared by Brynt Johnson, Director of Public Works, during the current fiscal year; and

WHEREAS, this purchase will piggy-back the Florida Sheriff's Association Bid No. 071-000-13-1 (State Contract) ending November 30, 2013, from Don Reid Ford, Maitland, Florida;

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 vehicle purchase from Don Reid Ford, Maitland, Florida, for the Utility Special District, in the approximate amount of \$23,115.00.

SECTION 2: That the District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-6451.

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

PASSED AND APPROVED this 5TH day of JUNE, 2013.

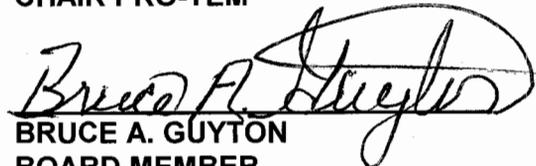
APPROVED:


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

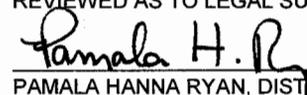
C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

RESOLUTION NO. 15-13UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DISTRICT TO SOLICIT A REQUEST FOR QUALIFICATION (RFQ) FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WATER TREATMENT, WASTEWATER DISTRIBUTION AND WASTEWATER SYSTEMS; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT OF APPROXIMATELY \$200,000 A YEAR FOR THREE (3) YEARS FROM VARIOUS UTILITY SPECIAL DISTRICT ACCOUNT LINE ITEMS AND MAKE PAYMENT FROM SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Special District desires to retain a consultant for Professional Engineering Services for the Water Treatment, Water Distribution and Wastewater Systems; and

WHEREAS. Utility Special District staff requests approval from the Utility Special District Board for authorization to release the Request for Qualification (RFQ) for Professional Engineering Services.

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:

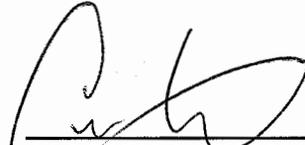
SECTION 1: That the Utility Special District is hereby authorized to release the Request for Qualification (RFQ) for Professional Engineering Services.

SECTION 2: That the Finance Director is authorized to make payment in the amount of approximately \$200,000 per year for three (3) years from various account line items based on the scope of services submitted for each work authorization and make payment from same.

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

PASSED AND APPROVED this 5th day of June, 2013.

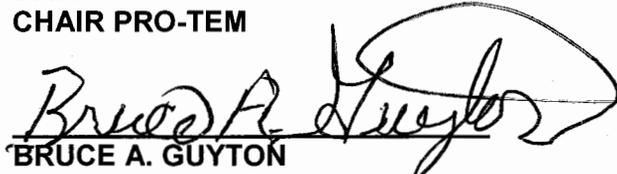
APPROVED:


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK


DAWN S. PARDO
CHAIR PRO-TEM


BRUCE A. GUYTON
BOARD MEMBER


JUDY L. DAVIS
BOARD MEMBER


TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/3/13

RESOLUTION NO. 16-13UD

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 THE EVALUATION COMMITTEE TO APPROVE AN AGREEMENT BETWEEN THE UTILITY SPECIAL DISTRICT AND CHEN MOORE AND ASSOCIATES TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR MARTIN LUTHER KING JR. BOULEVARD PHASE C IMPROVEMENT PROJECT; AUTHORIZING THE UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE 413-1438-535-0-6558 ACCOUNT LINE ITEM CAP: SEWER MAINS AT AN APPROXIMATE COST OF \$199,993 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Transportation (FDOT) is improving Martin Luther King Jr. Boulevard between Australian Avenue and Old Dixie Highway as Phase C of the road construction; and

WHEREAS, The City is required to relocate the underground utilities which are in conflict with the proposed road widening project on the property owned by the City.

WHEREAS, On May 1, 2013, the Utility District Board approved Resolution #10-13UD to negotiate an agreement with Chen Moore and Associates to provide professional engineering consultants for the Martin Luther King, Jr. Boulevard Phase C Project; and

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:

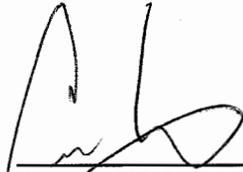
SECTION 1: That the Utility District Board of the City of Riviera Beach, Palm Beach County, Florida, approves the agreement between the Utility Special District and Chen Moore and Associates for professional engineering services for the Martin Luther King, Jr. Boulevard Project Phase C.

SECTION 2: The District Finance Director is authorized to make payment for same from 413-1438-535-0-6558 for an approximate cost of \$199,993.

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

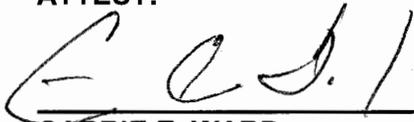
PASSED AND APPROVED this 5th day of June, 2013.

APPROVED:

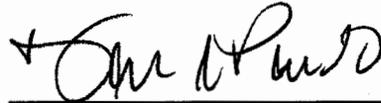


CEDRICK A. THOMAS
CHAIRPERSON

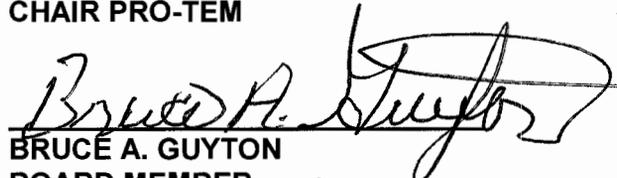
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



DAWN S. PARDO
CHAIR PRO-TEM



BRUCE A. GUYTON
BOARD MEMBER



JUDY L. DAVIS
BOARD MEMBER



TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

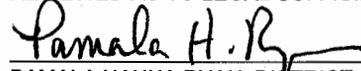
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T.DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, DISTRICT ATTORNEY

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ADOPTING A CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT POLICY FOR UTILITY SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2004, the Utility Special District acquired the water and wastewater systems from the city of Riviera Beach, Palm Beach County, Florida and adopted the then current City Ordinances as policy to guide the operations of the Utility Special District; and

WHEREAS, many of the City's Ordinances have not been amended since 1957 and in general the City Ordinances have been determined to be outdated; and

WHEREAS, the Board, the City Council and City staff have all adopted or written numerous policies and procedures since 2004; and

WHEREAS, the policies are currently located in various source documents including, but not limited to, the Utility Special District Charter, Bond Resolutions and City Ordinances and have never been consolidated in one combined easy to read document; and

WHEREAS, the Board finds it essential to the operations of the Utility Special District to provide updated, clear and concise documentation as to the policies and procedures of the Utility Special District; and

WHEREAS, the Board finds it essential to adopt best practice policies under which to operate the Utility Special District; and

WHEREAS, the Utility Special District Charter provides the Board the powers to adopt policy and rules.

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: The Board of Directors of the Utility Special District of the City of Riviera Beach, Palm Beach County, Florida adopt the City of Riviera Beach Utility Special District Policy for Utility Services.

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

PASSED AND APPROVED this 5th day of June, 2013

APPROVED:



CEDRICK A. THOMAS
CHAIRPERSON

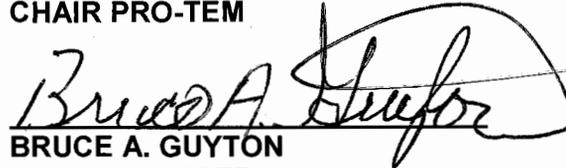
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK



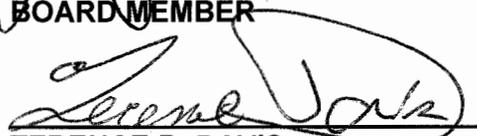
DAWN S. PARDO
CHAIR PRO-TEM



BRUCE A. GUYTON
BOARD MEMBER



JUDY L. DAVIS
BOARD MEMBER



TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

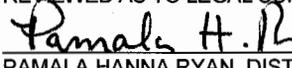
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 6/2/13