

RESOLUTION NO. 61-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF A SOLAR POWERED MOBILE TRAFFIC MONITOR UNDER THE PALM BEACH COUNTY'S BID # 00-10-245/MC, TO BE USED BY THE POLICE DEPARTMENT'S TRAFFIC UNIT; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY \$10,930.00 FROM THE LAW ENFORCEMENT TRUST FUND # 150-0000-5210-6404 TO TRAFFIC PRODUCTS INC., FOR THIS EQUIPMENT.

WHEREAS, City Council approves the purchase of a solar powered mobile traffic monitor for the Police Department's Traffic Unit.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

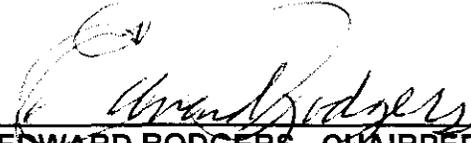
Section 1: That City Council authorizes the Mayor and Finance Director to pay **Traffic Products, Inc.**, the sum of **\$10,930.00** from Account # 150-0000-5210-6404 to cover the cost of this equipment.

RESOLUTION # 61-00
PAGE 2

PASSED and APPROVED this 19th day of April, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR

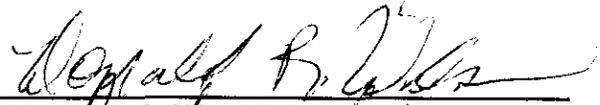

EDWARD RODGERS, CHAIRPERSON

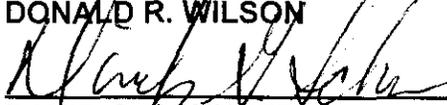
ATTEST:

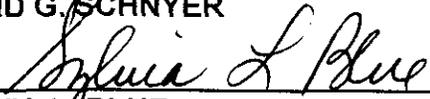

ELIZABETH WADE
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


CARRIE E. WARD, CMC/AE
CITY CLERK


DONALD R. WILSON


DAVID G. SCHNYER


SYLVIA L. BLUE
Council Members

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-19-2000

RESOLUTION NO. 62-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING CITY STAFF TO APPLY FOR A SUMMER FOOD GRANTS FROM THE DEPARTMENT OF EDUCATION, AND TO MAKE PROVISIONS TO CONTRACT FOR A SUMMER FOOD SERVICE VENDOR.

WHEREAS, The City of Riviera Beach Recreation Department annually provides a Summer Program for up to 500 youths ages 5 to 13.

WHEREAS, It is desirable to offer free nutritious meals to all participants of the Summer Program.

WHEREAS, The Florida Department of Education, Summer Food Service Program for Children provide a Grant to subsidize the cost of meals.

WHEREAS, The City is responsible for obtaining a food service vendor to provide the meals for the Summer Food Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: That the City Council hereby authorizes City Staff to apply for a grant from the Department of Education to subsidize the cost of meals served during the operation of the annual Summer Youth Program. This grant does not require a financial obligation from the City; most costs associated with providing meals are 100% reimbursable by the grant.

SECTION 2: That the City Manager, on behalf of the City, may execute agreements and documentation necessary in order to comply with the grant application process required by the Department of Education.

RESOLUTION NO. 64-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTEGRATION OF UTILITY-RELATED FUNCTION IN THE UTILITY BILLING DEPARTMENT AND RAGIS (RIVIERA AREA GEOGRAPHICAL INFORMATION SYSTEM) FOR THE CONVERSION OF THE WATER METERS FROM PAPER RECORDS TO RAGIS DATA LAYER AT A COST OF \$79,242.00; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-6404.

WHEREAS, The City of Riviera Beach City Council approve the integration of Utility-related functions in the Utility Billing Department and RAGIS; and

WHEREAS, We strongly recommend the conversion of the water meters from paper records to a GIS data layer at a cost of \$79,242.00; and

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute the proposal between ADR, Inc. and the City of Riviera Beach and does hereby approve the integration of utility-related functions in the Utility Billing Department RAGIS at a cost of \$79,242.00.

Section 2: That the Mayor and Finance Director are authorized to make payment for the conversion for it under Account Number: 401-1417-5360-6404.

Section 3: That a copy of the proposal between the ADR, Inc. and the City of Riviera Beach shall be attached hereto and made a part of this resolution.

Section 4: This Resolution shall take effect upon its passage and adoption by the City Council.

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PAGE NO. 2

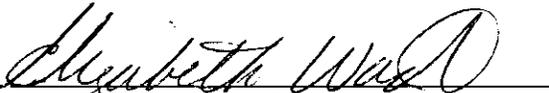
PASSED AND ADOPTED this 3rd day of MAY, 2000.

APPROVED:

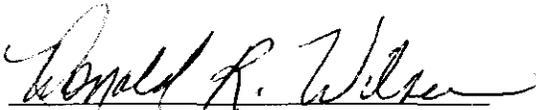

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

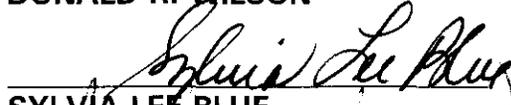
ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY


INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-25-2000

LDP/ann

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RESOLUTION NO. 65 -00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LEASE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA, AS LESSOR, AND WOMEN SERVICE NETWORK, INC., AS LESSEE, FOR THE PREMISES LOCATED AT 25 WEST 23RD STREET AND THE PREMISES KNOWN AS THE "OLD FIRE STATION" LOCATED AT 47 WEST 23RD STREET, RESPECTIVELY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Women Service Network, Inc., administers a program to assist low income residents in the area of social services and serves as a community based support system for those striving to enhance the quality of life for themselves and their children; and

WHEREAS, the citizens of Riviera Beach benefit from those services.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION ONE. That the City Council hereby authorizes the Mayor and City Clerk to execute the Lease Agreement between The City of Riviera Beach and Women Service Network, Inc. for lease of premises located at 25 West 23rd Street and 47 West 23rd Street, Riviera Beach, Florida.

SECTION TWO. A copy of the Lease Agreement for said premises, shall be attached hereto and made a part of this Resolution.

SECTION THREE. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED and ADOPTED this 3rd day of May, 2000.

APPROVED:

Michael D. Brown

Michael D. Brown
Mayor

Attest::

[Municipal Seal]

Carrie E. Ward, CMC/AAE

Carrie E. Ward, CMC/AAE
City Clerk

Edward Rodgers

Edward Rodgers
Chair

Elizabeth K. Wade

Elizabeth K. Wade
Chair Pro Tem

Sylvia L. Blue

Sylvia L. Blue

Donald R. Wilson

Donald R. Wilson

David G. Schnyer

David G. Schnyer
Council members

Motioned by: E. Wade
Seconded by: D. Wilson

Approved as to legal sufficiency

By: Matthew C. ...
Interim City Attorney

Date: 4-28-2000

- E. Rodgers aye
- E. Wade aye
- S. Blue aye
- D. Wilson aye
- D. Schnyer aye

[WEW:dpm*042700]

Business Lease

Agreement of Lease, made this _____ day of May XX 2000,

between THE CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation ("Landlord"),

whose address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 ~~XXXXXXXXXX~~

and WOMEN SERVICE NETWORK, INC.,

whose address is P. O. Box 10551, 25 West 23rd Street, Riviera Beach, FL 33404 ("Tenant").

PREMISES 1. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the following property (hereinafter referred to as "Premises"):

TERM "Old Fire Station" located at 47 West 23rd Street, Riviera Beach, FL 33404

for the term of One (1) Year

commencing on the 4th day of May 2000 ~~XXX~~ and ending on the 4th day of May 2000 ~~XXX~~

RENT 2. Tenant agrees to pay to Landlord, in United States currency, together with all sales and use taxes levied upon the use and occupancy of the Premises, an Annual Rent of:

One Dollar (\$1.00)

payable in equal monthly installments of \$ -0- in advance on the first day of each month, except that Tenant shall pay the first monthly installment on the signing hereof. If the monthly payment of rent is not received by Landlord within ten (10) days from the date it is due, a "late charge" of three percent (3%) of such payment shall be due Landlord as additional rent. All rent shall be paid to Landlord without demand, set-off or any deduction whatsoever, at the address of Landlord hereinabove set forth or at such other place as Landlord may designate.

PURPOSE 3. Tenant shall use and occupy the Premises only for a Community Educational and Career Resource Center

and for no other purpose.

DELAY IN DELIVERY OF POSSESSION 4. If Landlord is unable to give possession of the Premises on the date of the commencement of the term, because the occupant refuses to give up possession, or for any other reason, Landlord shall not be liable for

(vi) If there be a proposed assignment, there shall be delivered to Landlord a writing executed by the Assignor and the Assignee in which the Assignee agrees to assume all of the terms and provisions of the Lease on the part of Tenant to be performed.

DEFAULT 7. A. Landlord may terminate the Lease on three (3) days' notice: (a) if rent or additional rent is not paid within three (3) days after written notice from Landlord; or (b) if Tenant shall have failed to cure a default in the performance of any covenant of the Lease (except the payment of rent and additional rent), within fifteen (15) days after written notice thereof from Landlord, or if default cannot be completely cured in such time, if Tenant shall not promptly proceed to cure such default within said fifteen (15) days, or shall not complete the curing of such default with due diligence; or (c) if a petition in bankruptcy shall be filed by Tenant or if Tenant shall make a general assignment for the benefit of creditors; or (d) if a petition in bankruptcy shall be filed against Tenant and such proceeding is not vacated within thirty (30) days; or (e) if the Premises become and remain vacant for a period of ten (10) days; or (f) if the Premises are used for some purpose other than the authorized use; or (g) if the Lease is mortgaged or assigned without the written consent of Landlord; or (h) if any portion of the Premises is sublet without the written consent of Landlord.

B. At the expiration of the three (3) day notice period, the Lease and any rights of renewal or extension thereof shall terminate as completely as if that were the date originally fixed for the expiration of the term of the Lease, but Tenant shall remain liable as hereinafter provided.

RELETTING 8. If Landlord shall re-enter the Premises on the default of Tenant, by summary proceedings or otherwise: (a) Landlord may re-let the Premises or any part thereof, as Tenant's agent, in the name of Landlord for a term shorter or longer than the balance of the term of the Lease. (b) Tenant shall pay Landlord any deficiency between the rent hereby reserved and the net amount of the rental received from the re-letting.

NOTICES 29. Any notice by either party to the other shall be in writing and mailed by registered or certified mail, return receipt requested, to the address above set forth, or to such other address as either party may designate in writing. Each notice shall be deemed given on the next business day following the date of mailing. Any notice by Landlord to Tenant shall be deemed given if per-

RIGHT OF ENTRY 19. Landlord or Landlord's agents may enter the Premises at any reasonable time, on reasonable notice to Tenant (except that no notice need be given to Tenant if the Premises are vacant).

and Landlord agrees to pay said broker a commission.

BROKER 28. Tenant represents to Landlord that Tenant has not dealt with any broker in connection with this transaction other than

CONDEMNATION 18. If the whole or any substantial part of the Premises shall be condemned by eminent domain for any public or quasi-public purpose, this Lease shall terminate on the date of the vesting of title, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the term of this Lease, nor shall Tenant be entitled to any part of the condemnation award. If less than a substantial part of the Premises is condemned, this lease shall not terminate, but rent shall abate in proportion to the portion of the Premises condemned.

SIGNS AND ADVERTISING 12. No signs or advertising shall be placed on the exterior portion of the Premises or in windows by Tenant without prior written consent of Landlord which consent shall not be unreasonably withheld. All required licenses and permits shall be obtained at Tenant's expense.

REQUIREMENTS OF LAW 13. Tenant at its expense shall comply with (a) all laws, orders and regulations of any governmental authority having jurisdiction with respect to the Premises or the use or occupancy thereof, and (b) all requirements of the Board of Fire Underwriters, or any other similar body affecting the Premises, and shall not use the Premises in a manner which shall increase the rate of fire insurance of Landlord over that in effect prior to this Lease.

UTILITIES AND SERVICES 14. Tenant shall pay for all utilities, including electricity, water and sewer charges, consumed by Tenant during the term of the Lease, and shall pay the cost of Tenant's garbage and trash collection. Interruption or failure of any service required to be furnished to Tenant by Landlord if due to causes beyond Landlord's control shall not entitle Tenant to any allowance or reduction of rent.

SUBORDINATION 15. This Lease is subject and subordinate to all present and future mortgages and other encumbrances affecting the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to execute at no expense to Landlord any instrument which may be deemed necessary by Landlord to further affect the subordination of the Lease herein provided.

DESTRUCTION OF PREMISES. 16. A. If the Premises are damaged or destroyed so that the Premises are rendered wholly untenantable, the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event the Premises have been rendered wholly untenantable, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of its exercise of such right at any time within thirty days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen days after giving of such notice), as fully and completely as if such date were the date set forth in the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

B. If the Premises shall be partially damaged or partially destroyed, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting from such damage or the repair thereof, and shall not be liable for any delay in restoring the Premises. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant or any person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

WAIVER OF SUBROGATION 17. In case of damage or destruction to the Premises, or any contents thereof, each party shall look first to any insurance in its favor before making any claim against the other party; and each party (i) hereby releases the other party, its agents, employees and invitees for loss or damage covered under such policies, and (ii) shall immediately notify

such repairs as Landlord deems necessary or desirable. Landlord shall show the Premises to prospective purchasers and mortgagees during the six months prior to termination of the Lease, prospective tenants, during business hours upon reasonable notice to Tenant.

INDEMNITY 20. Tenant shall indemnify, defend and save Landlord harmless from and against any liability or expense arising from the use or occupation of the Premises by Tenant, or anyone on the Premises with Tenant's permission.

FEES AND EXPENSES 21. If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease, or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord upon demand.

END OF TERM 22. At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear, and damage by fire and the elements excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

JURY WAIVER 23. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises, other than an action for personal injury.

QUIET ENJOYMENT 24. Landlord agrees with Tenant that upon Tenant paying the rent and performing all of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

HOLDING OVER 25. If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration or termination of the Lease without Landlord's permission, Landlord may recover double the amount of the rent and additional rent due for each day Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent and additional rent for the last month of the Lease by fifteen.

NO WAIVER OF LEASE TERMS 26. The failure of Landlord or Tenant to take an action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease, or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by Landlord.

"AS IS" 27. Tenant has inspected the Premises and is familiar and satisfied with its present condition.

NO ORAL
AGREEMENTS
SUCCESSOR
INTERESTS

30. The agreements contained in the Lease set forth the entire understanding of the parties, shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

ADDENDUM

The TENANT/LESSEE shall procure general liability insurance naming the CITY OF RIVIERA BEACH as an additional insured, in the amount of One Million Dollars (\$1,000,000.00).

Any other provision notwithstanding, the TENANT/LESSEE shall not be entitled to sublet the subject premises.

Irrespective of any provision of this Lease to the contrary, the parties hereto expressly understand and agree that the LANDLORD/LESSOR shall have the unrestricted and unilateral right to terminate this Lease at any time, however, the LANDLORD/LESSOR shall be required to give the TENANT/LESSEE a minimum of thirty (30) days notice prior to the date this Lease is terminated by the LANDLORD/LESSOR.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within Lease with Tenant, the undersigned guarantees to Landlord, Landlord's heirs, legal representatives, successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by Tenant, without requiring any notice of non-payment, non-performance or non-observance; and the undersigned expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease.

Witnessed By:

Date: _____

MR
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To

Expires _____, 19____

SIGNS AND ADVERTISING 12. No signs or advertising shall be placed on the exterior portion of the Premises or in windows by Tenant without prior written consent of Landlord which consent shall not be unreasonably withheld. All required licenses and permits shall be obtained at Tenant's expense.

REQUIREMENTS OF LAW 13. Tenant at its expense shall comply with (a) all laws, orders and regulations of any governmental authority having jurisdiction with respect to the Premises or the use or occupancy thereof, and (b) all requirements of the Board of Fire Underwriters, or any other similar body affecting the Premises, and shall not use the Premises in a manner which shall increase the rate of fire insurance of Landlord over that in effect prior to this Lease.

UTILITIES AND SERVICES 14. Tenant shall pay for all utilities, including electricity, water and sewer charges, consumed by Tenant during the term of the Lease, and shall pay the cost of Tenant's garbage and trash collection. Interruption or failure of any service required to be furnished to Tenant by Landlord if due to causes beyond Landlord's control shall not entitle Tenant to any allowance or reduction of rent.

SUBORDINATION 15. This Lease is subject and subordinate to all present and future mortgages and other encumbrances affecting the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to execute at no expense to Landlord any instrument which may be deemed necessary by Landlord to further affect the subordination of the Lease herein provided.

DESTRUCTION OF PREMISES. 16. A. If the Premises are damaged or destroyed so that the Premises are rendered wholly untenable, the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event the Premises have been rendered wholly untenable, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of its exercise of such right at any time within thirty days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen days after giving of such notice), as fully and completely as if such date were the date set forth in the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

B. If the Premises shall be partially damaged or partially destroyed, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting from such damage or the repair thereof, and shall not be liable for any delay in restoring the Premises. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant or any person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

WAIVER OF SUBROGATION 17. In case of damage or destruction to the Premises, or any contents thereof, each party shall look first to any insurance in its favor before making any claim against the other party; and each party (i) hereby releases the other party, its agents, employees and invitees for loss or damage covered under such policies, and (ii) shall immediately notify

such repairs as Landlord deems necessary or desirable. Landlord shall show the Premises to prospective purchasers and mortgagees during the six months prior to termination of the Lease, provided, however, that Landlord shall not be required to do so during business hours upon reasonable notice to Tenant.

INDEMNITY 20. Tenant shall indemnify, defend and save Landlord harmless from and against any liability or expense arising from the use or occupation of the Premises by Tenant, or anyone on the Premises with Tenant's permission.

FEES AND EXPENSES 21. If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease, or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord upon demand.

END OF TERM ABANDONED PROPERTY 22. At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear, and damage by fire and the elements excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

JURY WAIVER 23. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises, other than an action for personal injury.

QUIET ENJOYMENT 24. Landlord agrees with Tenant that upon Tenant paying the rent and performing all of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

HOLDING OVER DOUBLE RENT 25. If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration or termination of the Lease without Landlord's permission, Landlord may recover double the amount of the rent and additional rent due for each day Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent and additional rent for the last month of the Lease by fifteen.

NO WAIVER OF LEASE TERMS 26. The failure of Landlord or Tenant to take an action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease, or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by Landlord.

"AS IS" 27. Tenant has inspected the Premises and is familiar and satisfied with its present condition.

ORAL
ELEMENTS
SUCCESSOR
INTERESTS

30. The agreements contained in the Lease set forth the entire understanding of the parties, shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

ADDENDUM

The TENANT/LESSEE shall procure general liability insurance naming the CITY OF RIVIERA BEACH as an additional insured, in the amount of One Million Dollars (\$1,000,000.00).

Any other provision notwithstanding, the TENANT/LESSEE shall not be entitled to sublet the subject premises.

Irrespective of any provision of this Lease to the contrary, the parties hereto expressly understand and agree that the LANDLORD/LESSOR shall have the unrestricted and unilateral right to terminate this Lease at any time, however, the LANDLORD/LESSOR shall be required to give the TENANT/LESSEE a minimum of thirty (30) days notice prior to the date this Lease is terminated by the LANDLORD/LESSOR.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within Lease with Tenant, the undersigned guarantees to Landlord, Landlord's heirs, legal representatives, successors and assigns, the full performance and observance of the covenants, conditions and agreements therein provided to be performed and observed by Tenant, without requiring any notice of non-payment, non-performance or non-observance; and the undersigned expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease.

Witness My

Date: _____

Expires _____, 19____

To

Business Lease

RESOLUTION NO. 66-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT PROVIDING FOR THE EDUCATION AND TRAINING OF STUDENTS IN THE PARAMEDIC AND EMT PROGRAMS AT PALM BEACH COMMUNITY COLLEGE WITH THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH COMMUNITY COLLEGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida and the District Board of Trustees of Palm Beach Community College desire to enter into an agreement for the education and training of students in the Paramedic and EMT Programs;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The Mayor and City Clerk are authorized to execute an agreement with the District Board of Trustees of Palm Beach Community College to provide for the education and training of students in the Paramedic Program.

Section 2: Copy of agreement is attached hereto and made part thereof.

Section 3: This resolution shall take effect upon its passage and adoption by City Council.

PASSED and APPROVED this 3rd day of May, 2000.

RESOLUTION NO. 66-00

PAGE 2

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)

Elizabeth K. Wade
ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson
DONALD R. WILSON

Carrie Ward
CARRIE, WARD, CMC/AE
CITY CLERK

Sylvia Blue
SYLVIA BLUE
David Schnyer
DAVID SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY

Michael L. Ponce
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-25-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROPOSED CONTRACT AWARD WITH T.L.C. DIVERSIFIED, INCORPORATED, THE SECOND LOWEST BIDDER, FOR FLOWMETER AND PUMP VALVES REPLACEMENT AT THE AVENUE "U" MASTER LIFT STATION IN THE AMOUNT OF \$368,800.00; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-0000-5350-4604.

WHEREAS, the City of Riviera Beach City Council approve the second low bidder's proposal by T.L.C. Diversified, Incorporated for flowmeter and pump valves replacement at the Avenue "U" Master Lift Station . T.L.C. met the City's requirement of 15% participation in the Minority Business Enterprises (M/WBE) to participate in and perform projects financed with City funds; and

WHEREAS, said proposed contract will be awarded to T.L.C. Diversified, Incorporated in the amount of \$368,800.00; and

WHEREAS, said proposed contract shall be awarded from Account No. 402-0000-5350-4604.

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute a contract between T.L.C. Diversified, Incorporated and the City of Riviera Beach in the amount of \$368,800.00 for flowmeter and pump valves replacement at Avenue "U" Master Lift Station.

Section 2: That the City Council hereby accepts the bid in the amount of \$368,800.00 and that the Mayor and Finance Director are authorized to make payment for same under Account No. 402-0000-5350-4604.

Section 3: That a copy of the contract between T.L.C. Diversified, Incorporated and the City of Riviera Beach shall be attached hereto and made a part of this resolution.

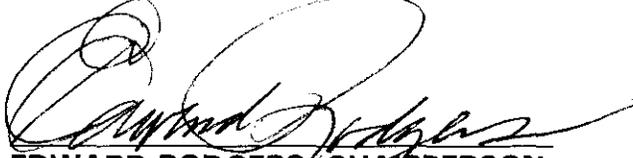
Section 4: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 67-00
PAGE NO. 2

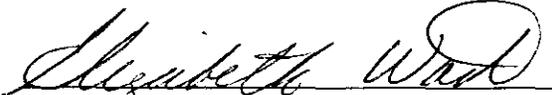
PASSED AND ADOPTED this 3rd day of MAY, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

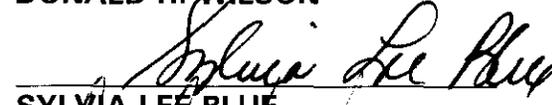
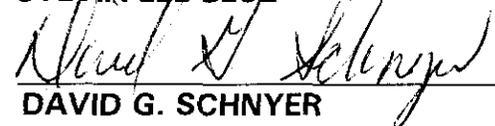
ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

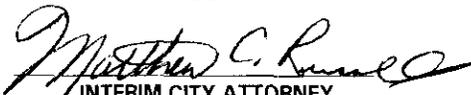
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY


MATTHEW C. RAMEY
INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-25-2000

LDP/ann

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AUTHORIZATION TO PERFORM ENGINEERING

TO: Barker, Osha & Anderson, Inc.
8895 N. Military Trail, Suite 101B
Palm Beach Gardens, FL 33410

PROJECT NO: 001008.02

FROM: City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Under the provision of:

- Agreement Dated September 15, 1982
- This Authorization
- Other: _____

You are requested to perform the engineering services for the project described below:

TITLE OF PROJECT: AVENUE "U" MASTER LIFT STATION
FLOWMETER AND PUMP VALVE REPLACEMENT

GENERAL DESCRIPTION AND SCOPE OF PROJECT:

Construction Services:

- 1. Contract Administration and on-site observation during construction

DESCRIPTION OF ENGINEERING SERVICES REQUIRED AND AUTHORIZED:

- 1. Conduct Pre-Construction Meeting.
- 2. Coordinate between City and Contractor.
- 3. Provide continuous on-site observation during construction.
- 4. Review and process Shop Drawings, Payment Requests, Change Orders, etc.
- 5. Conduct Final and Project Close Out procedures.
- 6. Final Certifications and permit signoffs.

ESTIMATED FEE AND/OR METHOD OF COMPUTATION OF FEE FOR ENGINEERING SERVICES:

Hourly rates pursuant to Section 4.1 of the Agreement not to exceed \$48,000 unless further authorized plus reimbursable expenses. See Attachment "A".

PAYMENT SCHEDULE:

- Monthly Progress Payments
- When work is completed and presented
- Other _____

CLIENT'S REPRESENTATIVE AUTHORIZED TO COORDINATE PROJECT WITH ENGINEERS:

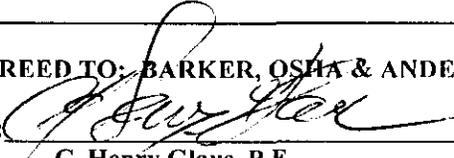
Albert Valdivia, Assistant Director

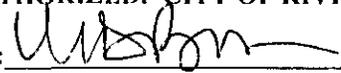
TARGET DATE FOR COMPLETION OF PROJECT:

TARGET DATE FOR COMPLETION OF ENGINEERING: 360 Calendar days from Contractor's Notice to Proceed

AGREED TO: BARKER, OSHA & ANDERSON, INC.

AUTHORIZED: CITY OF RIVIERA BEACH

BY: 
C. Henry Glaus, P.E.

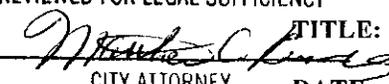
BY: 

TITLE: President

REVIEWED FOR LEGAL SUFFICIENCY

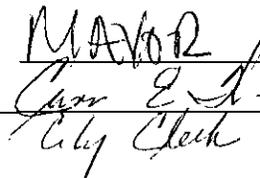
TITLE: MAYOR

DATE: 4-20-00


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/03/00

DATE: 4-25-2000


CITY CLERK

ATTACHMENT "A"

**AUTHORIZATION TO PERFORM ENGINEERING
CONSTRUCTION SERVICES**

**AVENUE "U" MASTER LIFT STATION
FLOWMETER AND PUMP VALVE REPLACEMENT
CITY OF RIVIERA BEACH, FLORIDA**

MAN-POWER BUDGET FOR CONSTRUCTION SERVICES

Assumptions:

Contract Time - 360 Calendar Days

Estimate of actual in-field construction time - 180 Calendar Days

180 calendar days = 25.7 weeks, say 26 weeks

ENGINEERING TIME:

26 weeks x 6 hours/week x 30\$/hr x 2.99 = 13,993.00

ON SITE OBSERVER TIME:

26 weeks x 20 hours/week x 17\$/hr x 2.99 = 26,432.00

CLERICAL TIME:

26 weeks x 2 hours/week x 12\$/hr x 2.99 = 1,866.00

COMPUTER TECHNICIAN:

10 hours x 20\$/hour x 2.99 = 598.00

PROJECT PRINCIPAL:

26 weeks x 1 hour/week x 43\$/hr x 2.99 = 3,343.00

	SUB-TOTAL	46,232.00
OUT OF POCKET EXPENSES		<u>1,768.00</u>
	TOTAL FEE	\$48,000.00

AGREEMENT

THIS AGREEMENT, made and entered in this ____ day of _____, in the year Two Thousand, by and between T.L.C. Diversified, Inc., hereinafter called the CONTRACTOR, and the City of Riviera Beach, Florida, hereinafter called the OWNER.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Avenue "U" Master Lift Station
Flowmeter and Pump Valves Replacement for the City of Riviera Beach, Florida
Project No. 001008.01

ARTICLE 2 ENGINEER:

The Project has been designed by:

Barker, Osha & Anderson, Inc.
8895 N. Military Trail, Suite 101B
Palm Beach Gardens, FL 33410
(561) 626-4653

ARTICLE 3 CONTRACT TIME:

3.1 The Work will be completed and ready for final payment in accordance with Paragraph 14.13 of the General conditions within 360 calendar days from the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual losses or damages suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 3.1 for Completion until the Work is finished out as specified in Paragraph 3.1 above for completion and readiness for final payment.

ARTICLE 4 CONTRACT PRICE:

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

(The Bid Proposal of the Successful Bidder has been reproduced and is inserted herein on the next following pages and is an integral part of these Contract Documents numbered as pages BP - 1 through BP - 9).

BIDDER'S PROPOSAL

PROPOSAL OF TLC DIVERSIFIED, INC.
(Name of Bidder)

DATE: MARCH 17, 2000

TO: THE CITY OF RIVIERA BEACH, FLORIDA

Gentlemen:

The undersigned bidder hereby declares that he has carefully, and to his full satisfaction, examined the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications including Section 01027 - Measurement and Basis of Payment, and form of Contract and Bonds, together with the accompanying Plans; and that he has made a full examination of the location of the proposed work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work, fully understanding that the quantities shown in the proposal form are approximate only; and that he will fully complete all necessary work and the requirements under them of the Engineer, within the time limit specified in this proposal.

The undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which notice of award has been given; and after notification to proceed by the Engineer, to begin work with an adequate force and equipment within ten (10) calendar days and as a part of this Bid proposes that the work will be totally completed within not more than 360 calendar days from the date of Official Notification to Proceed, and that if awarded the Contract for the work, to pay to the Owner the liquidated damages for each day that he fails to complete the work within the prescribed time, in accordance with the terms stated in the Agreement.

The undersigned states that this proposal is the only proposal for this project in which he is interested and that this proposal shall be either accepted or rejected within sixty (60) days after the due date.

For furnishing all plant, labor, materials, tools, and incidentals, and for constructing complete, including all items of work that may be inferred as necessary, but are not separately itemized:

BID SCHEDULE

AVENUE "U" MASTER LIFT STATION
 FLOWMETER AND PUMP VALVES REPLACEMENT
 CITY OF RIVIERA BEACH, FLORIDA
 PROJECT NO. 001008.01

BID ITEM	ESTIMATED QUANTITIES	ITEM DESCRIPTION (PRICES TO BE WRITTEN IN WORDS)	TOTAL PRICE
----------	----------------------	--	-------------

AVENUE "U" MASTER LIFT STATION

A.	1 EACH	<p>SITE WORK - FURNISH AND INSTALL ONE (1) 30" MAGNETIC FLOWMETER, ONE (1) FLOWMETER VAULT, THREE (3) 30" PLUG VALVES, TWO (2) 30" PIPE CONNECTIONS, PIPING AND ALL REQUIRED APPURTENANT WORK FOR</p> <p><u>THIRTHUNDRED FORTY</u> <u>THOUSAND</u> DOLLARS</p> <p><u>ZERO</u> CENTS</p> <p>LUMP SUM</p>	<p>\$ <u>240,000.00</u></p>
B.	1 EACH	<p>PUMP ROOM - FURNISH AND INSTALL FOUR (4) 16" PLUG VALVES, FOUR (4) 14" PLUG VALVES, FOUR (4) 14" CHECK VALVES AND ALL APPURTENANT WORK FOR</p> <p><u>ONE HUNDRED EIGHT</u> <u>THOUSAND</u> DOLLARS</p> <p><u>ZERO</u> CENTS</p> <p>LUMP SUM</p>	<p>\$ <u>108,000.00</u></p>
C.	1 EACH	<p>30" LINE STOP (BURIED PIPE) & INSTALLATION</p> <p>TOTAL BID AMOUNT, BID ITEMS A THROUGH B, INCLUSIVE FOR</p> <p><u>THREE HUNDRED SIXTY EIGHT THOUSAND</u> <u>EIGHT HUNDRED</u> DOLLARS</p> <p><u>ZERO</u> CENTS</p>	<p>\$ <u>20,800.00</u> LUMP SUM</p> <p>\$ <u>368,800.00</u></p>

UNIT PRICES

The Bidder further agrees that upon written instruction from the Engineer, the following adjustment unit prices will be used for adding or deleting quantities of work, from those indicated by the Contract Drawings and Specifications.

1.	30" FLOWMETER W/ELEC.	\$ <u>16,800⁰⁰</u> EACH
2.	30" PLUG VALVE AND BOX	\$ <u>18,500⁰⁰</u> EACH
3.	CONC. VAULT W/DBL. HATCH	\$ <u>6,500⁰⁰</u> EACH
4.	16" PLUG VALVE W/HANDWHEEL	\$ <u>2,500⁰⁰</u> EACH
5.	14" PLUG VALVE W/HANDWHEEL	\$ <u>2,000⁰⁰</u> EACH
6.	14" L & W CHECK VALVE	\$ <u>500⁰⁰</u> EACH
7.	6' C.L. FENCE	\$ <u>33⁰⁰</u> PER L.F.

TRENCH SAFETY ACT

Bidder acknowledges that included in the appropriate items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quan.)	Unit Cost	Extended Cost
A. <u>SLOPE</u>	<u>LF</u>	<u>100</u>	<u>1.00</u>	<u>\$100.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

SUBSTITUTION of EQUIPMENT AND/OR MATERIAL

After the execution of the Contract, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two reasons only:

1. That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Contract.
2. That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor of the equipment and/or material proposed to be substituted is less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be reduced in a corresponding amount.

No request will be considered unless submitted in writing to the Owner and approval by the Owner must also be in writing. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or materials, and also equipment and/or material proposed for the substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution.

In all cases, the burden of proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the Engineer/Architect who will make recommendations to the Owner, and unless the proof is satisfactory to the Owner, the substitution will not be approved. Requests for substitution solely on the grounds that better delivery can be obtained on the equipment and/or material proposed for substitution will not be approved for it will be considered that the Contractor in his bid has named equipment and/or material on which he has received proposals from equipment suppliers and/or manufacturers giving a delivery time which will permit completion of the project within the Contract time. Request for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved. Whenever brand names or trade names are listed, followed by the words "or equal", the offering of any material or product not named may not be presumed to be equal and the words "or equal" shall mean "or approved equal".

SCHEDULE 1
PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: Avenue "U" Master Lift Station
Flowmeter and Pump Valves Replacement

BID/RFP NUMBER: Project No. 001008.01

NAME OF PRIME BIDDER: TLC DIVERSIFIED, INC. BID OPENING DATE: MARCH 17, 2000

CONTACT PERSON: THURSTON LAMBERSON TELEPHONE NO. 941-756-8045 DEPARTMENT: CONSTRUCTION

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CONTRACT AMOUNT - MBE/WBE			WOMEN
		BLACK	HISPANIC	OTHER	
<u>M. Teadie Fence, Inc.</u> <u>Pompano Beach, FL</u>	<u>Fence</u>	\$ _____	\$ _____	\$ _____	\$ <u>80600.00</u>
2. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____

TO BE COMPLETED BY PRIME BIDDER: BID/RFP PRICE: \$ _____ TOTAL % PARTICIPATION: 0

SCHEDULE 2

NOTE: All M/WBE Subcontractors
Shall Complete This Form

Project No. 001008.01
BID/RFP NUMBER:
LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: _____
NAME OF PRIME BIDDER

The undersigned intends to perform work in connection with the above Bid/RFP as (Check One):
___ an Individual ___ a Corporation ___ a Partnership ___ a Joint Venture
___ The undersigned is certified as an M/WBE.

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

Avenue "U" Master Lift Station
Flowmeter and Pump Valves Replacement for the City of Riviera Beach, Florida

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

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

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
_____	_____	_____
_____	_____	_____

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

Date: _____ BY: _____
NAME OF MINORITY CONTRACTOR
Signature of Minority/Woman Contractor

The undersigned bidder hereby represents that he has carefully examined the drawings and Contract including all Contract Documents and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined all that he shall be held responsible for having theretofore examined the site, location and route of all proposed work and having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the groundwater table conditions, and all other physical characteristics of the work, in order that he may include in the process which he bids, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

Enclosed is security consisting of BID BOND

The undersigned hereby designates 1928 LIMBUS AVE. EAST

SARASOTA, FL. 34243

as his office address to which notices may be delivered or mailed.

ADDENDA

I hereby certify that I have received, read and examined the following Addenda:

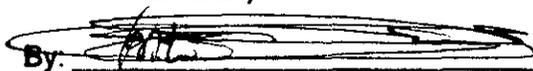
#1, #2, #3, _____, _____, _____

Dated: MARCH 17, 2000

TLC DIVERSIFIED, INC.

(Name of Bidder, Corporation, Firm or Individual)

(SEAL OF CORPORATION)

By: 

(Signature)

THURSTON LAMBERSON

(Typed Name)

1928 LIMBUS AVE. EAST, SARASOTA, FL. 34243

(Business Address of Corporation, Firm or Individual)

941-756-8045

(Phone Number)

CGC 041816

General Contractor License No.

END OF SECTION

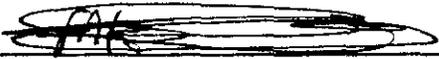
BP - 9

CITY OF RIVIERA BEACH, FLORIDA
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

TLC DIVERSIFIED, INC.
Firm Name


Signature

THURSTON LAMBERSON, PRESIDENT
Name & Title (Print or Type)

ACKNOWLEDGEMENT OF OFFICER OF BIDDER EXECUTING PROPOSAL
IF A CORPORATION

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

On this 17th day of MARCH, 2000 before me personally came and appeared THURSTON LAMBERSON

to me known, who, being by me duly sworn, did depose and say that he resides at 5539 2ND AVE. CIRCLE WEST, PALMETTO, FL. 34221

that he is the PRESIDENT of TLC DIVERSIFIED, INC. the corporation described in and which executed the foregoing Agreement; that he knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that he is the proper official of said corporation designated to execute such instrument, that he has authority to do so, that he executed same for and in behalf of said corporation, and that his act is the act and deed of said corporation.

Witness my hand and official notarial seal at SARASOTA, FLORIDA
_____ the day and year above written.

Donald W. Cooper
Notary Public

DONALD W. COOPER
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC870631
EXPIRES 1/13/2003
BONDED THRU ASA 1-888-NOTARY1

My Commission Expires: _____

April 7, 2000

Mr. Robert E. Barrett, P.E.
WCG, Inc.
8895 N. Military Trail, Suite 101B
Palm Beach Gardens, Florida 33410

RECEIVED

APR 11 2000

WCG, INC.

Re: Avenue "U" Master Lift Station Flowmeter & Pump Valves Replacement
City of Riviera Beach, Florida
Project # 001008.01

Subject: By-pass Pumping

Dear Mr. Barrett;

Per your request, you will find below our proposed by-pass pumping plan and list of major equipment to be used for the above mention project. Additionally, please find attached our Financial Statement for the previous year and list of all projects completed with contacts.

We are exploring two options. The first option is to incorporate installing a submersible pump into the wet well and running the discharge line to the two 8" by-pass connections, located on the outside of the building. We will also remove the 30" Fl x Fl spool between the 30" x 14" Fl. x Fl. tee and install a 30" blind flange on the flanged wall sleeve. This will prevent flow from returning back towards the pump station.

The second option also includes installing a submersible pump into the wet well and installing a 30" x 12" MJ x MJ tee down stream from the new 30" plug valves and construct a new pump out connection. We will not need to remove the 30" Fl. x Fl. spool with this option.

We have not made any decision on the by-pass pump selection until we an idea of what the current flow and pressure required for this station. This pump will be rented from Thompson Pump located in Palm Beach Gardens. We do intend to continue with automation by utilizing existing level controls. If the existing panels are used to start the by-pass pump the telemetry system will continue to operate.

When we exchange the 16" plug valves, located on the pump suction line, it will be required to pump down the wet well so that no waste will enter the dry wells. Therefore, the only shut down required will be during the installation of the new 30" plug valves and fittings.

Should you and the owner elect to award this project to our firm, a more detailed plan will be provided to ensure a safe and work plan.

You had also requested a list of major equipment to be used. We plan to use a P & H 565 BTC 40 ton crane, John Deere 892D Trackhoe and a rubber tire combination, all of which is owned by TLC Diversified, Inc.

As always, we are looking forward to working with both WCG, Inc. & the City of Riviera Beach once again.

Sincerely,
TLC Diversified, Inc.



Philip Mintzer
Project Manager

cc: Thurston Lamberson, TLC
John Monaco, TLC
Job File
Chrono

SUP-2

T.L.C. DIVERSIFIED, INC.

BALANCE SHEETS

MARCH 31, 1999 and 1998

	<u>1999</u>	<u>1998</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 151,175	\$ 56,271
Receivables -		
Contracts (including amounts retained of approximately \$258,000 in 1999 and \$244,000 in 1998)	634,303	883,541
Accrued receivables	50,253	-
Income tax refunds	-	15,360
Costs and estimated earnings in excess of billings on uncompleted contracts	36,721	104,996
Inventories	74,916	65,306
Prepaid expenses and deposits	<u>13,847</u>	<u>13,192</u>
TOTAL CURRENT ASSETS	<u>961,215</u>	<u>1,138,666</u>
PROPERTY AND EQUIPMENT, net	<u>294,538</u>	<u>379,133</u>
OTHER ASSETS		
CSV Officers Life Insurance	<u>10,433</u>	<u>8,030</u>
TOTAL OTHER ASSETS	<u>10,433</u>	<u>8,030</u>
	<u>\$1,266,186</u>	<u>\$1,525,829</u>
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Loan payable to bank	\$ -	\$ 25,000
Current installments of long-term debt	40,901	50,051
Current installments of capital lease obligations	37,801	46,116
Accounts payable and accrued expenses	401,187	785,027
Billings in excess of costs and estimated earnings on uncompleted contracts	132,842	85,290
Income taxes - current	42,606	-
- deferred	<u>94,000</u>	<u>44,000</u>
TOTAL CURRENT LIABILITIES	<u>749,337</u>	<u>1,035,484</u>
LONG-TERM DEBT, less current installments above	<u>39,951</u>	<u>80,852</u>
LONG-TERM OBLIGATIONS UNDER CAPITAL LEASES, less current installments above	<u>25,315</u>	<u>63,116</u>
DEFERRED INCOME TAXES	<u>15,400</u>	<u>15,400</u>
SHAREHOLDER'S EQUITY:		
Common stock - \$1 par value, 1,000 shares authorized; 200 shares issued and outstanding	200	200
Retained earnings	<u>435,983</u>	<u>330,777</u>
TOTAL SHAREHOLDER'S EQUITY	<u>436,183</u>	<u>330,977</u>
	<u>\$1,266,186</u>	<u>\$1,525,829</u>

The accompanying accountant's review report and notes
are an integral part of these financial statements.

TLC Diversified, Inc. Experience Resume

Job #	Project Name	Owner	Contact	Phone	Contract Amount	% Comp.
99 15	Well #21 Equipment & Raw Water Main	ACME Improvement District		(561) 791-4010	\$138,840	0%
99 14	Backwash Line Replacement	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$32,701	100%
99 13	Flow Meter Installation	South Martin Regional Utility	Don Hobbs	(561) 546-2511	\$3,600	100%
99 12	Rehabilitation of Four Clarifiers at WWTP	Ft. Pierce Utilities Authority	Bill Thiess	(561) 466-1600	\$288,335	0%
99 11	Improvements to Lift Station 11	City of Belle Glade	Tommy Cone	(561) 992-1636	\$79,500	50%
99 10	PBC Youth Detention Center Comminutor	B & B Properties	Sharon Boatwright	(561) 597-5572	\$7,600	100%
99 09	HSP & Restroom Addition @ WTP	Electron Corp of South Fla.	Al Laesig	(561) 744-1388	\$116,596	30%
99 08	Lift Station Rehabilitation Program	Town of Briny Breezes	Rita Taylor	(561) 276-7405	\$175,098	100%
99 07	Replacement of Southwest Pumping Station	City of Lakeland	Tom Mattiacci	(941) 499-8277	\$985,655	11%
99 06	Annual Agreement for W & WWTP Construction	Martin County Utilities	Ed Vockins	(561) 221-1442	\$52,950	0%
99 05	Filter Media Replacement	Hungerford & Terry, Inc.	Anthony Kormann	(856) 881-3200	\$32,855	100%
99 04	Baywinds Lift Station	B & B Properties	Sharon Boatwright	(561) 597-5572	\$23,744	100%
99 03	Manatee County Correctional Comminutor	B & B Properties	Sharon Boatwright	(561) 597-5572	\$7,600	100%
99 02	Bee Ridge Septage Recieving Station Relocate	Sarasota County Government	Jody Kirkman	(941) 316-1550	\$61,788	100%
99 01	Village of Golf Emergencies - 99	Village of Golf Utilities	John Moser	(561) 732-0236	\$7,847	100%
98 14	Eastpointe Metering Facility	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$141,800	100%
98 13	Terra Ceia Bay Estates	Thurston & Joanne Lamberson	Thurston Lamberson	(941) 756-7686	\$369,360	100%
98 12	Richard Road HSP Replacement	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$153,690	100%
98 11	Meadowood WWTP Modifications	Sarasota County Government	Jeff Weber	(941) 951-5760	\$199,961	100%
98 10	Eastern Wellfield Improvements	Village of Palm Springs	Rick Gift	(941) 755-1351	\$393,781	100%
98 09	North Beach RO Plant Conversion	Indian River County Utilities	Steve Doyle	(561) 231-4301	\$1,401,065	98%
98 08	Sludge Pond Cleaning	Village of Golf Utilities	John Moser	(561) 732-0236	\$4,950	100%
98 07	Water Supply Well #1	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$43,000	100%
98 06	Wastewater Treatment Plant Clarifier	City of Stuart	Kevin Meyers	(561) 288-1292	\$191,000	100%
98 05	Lift Station Improvements	Jupiter Beach Resort	Jay Fleming	(561) 746-2511	\$30,000	100%
98 04	Jupiter Wells	Town of Jupiter	Gary Trudeau	(561) 845-0666	\$473,019	100%
98 03	Installation of Backup Filter	City of Pahokee	Ken Schenck	(561) 924-5534	\$580,264	100%
98 02	Filter Media Replacement - Ph II	Village of Tequesta	Tom Hall	(561) 575-6205	\$27,924	100%
98 01	Village of Golf Emergencies - 98	Village of Golf Utilities	John Moser	(561) 732-0236	\$39,972	100%
97 12	Annual Lift Station Contract	Sarasota County Government	Jeff Weber	(941) 951-5760	\$1,865,141	91%
97 11	Lift Station #1	City of Punta Gorda	Lenny Deel	(941) 575-5050	\$102,456	100%
97 10	Lift Station Rehab & Sewer System Upgrades	City of Bradenton	John W. Cumming	(941) 708-6300	\$1,675,481	100%
97 09	Filter Media Additions	Village of Tequesta	Tom Hall	(561) 575-6205	\$7,981	100%
97 08	Water System Improvements Prgm	City of Moore Haven	Carmen Whitney	(941) 946-0711	\$2,009,743	100%
97 07	Wet Well Installation	Coastal Construction	David Mobley	(954) 680-2580	\$14,316	100%
97 06	WTP Valve Replacement	Village of Golf Utilities	John Moser	(561) 732-0236	\$17,778	100%
97 05	Wells 8, 9 & 6	Town of Lantana	Henry Glaus	(561) 626-4653	\$288,221	100%

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TLC Diversified, Inc. Experience Resume

Job #	Project Name	Owner	Contact	Phone	Contract Amount	% Comp.
97 04	Sludge Pond Cleaning	Village of Golf Utilities	John Moser	(561) 732-0236	\$8,008	100%
97 03	Filters 3 & 4 Replacement	Village of Tequesta	Tom Hall	(561) 575-6205	\$12,056	100%
97 02	Village of Golf Emergencies 1997	Village of Golf Utilities	John Moser	(561) 732-0236	\$19,097	100%
97 01	Relocation of Firemain & Nozzles	U.S. Sugar Corp.	Steve Dobbs	(941) 983-8121	\$118,055	100%
96 15	Storm Drain Installation	Tropicana Products Inc.	Leon Holton	(407) 465-2030	\$1,300	100%
96 14	Chemical Containment Piping	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$25,937	100%
96 13	Hobe Sound WTP Improvements	South Martin Regional Utility	Don Hobbs	(561) 546-2511	\$1,328,750	100%
96 12	Master Lift Station Project	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$987,495	100%
96 11	Sewer Connect @ Fire Station #4	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$37,377	100%
96 10	Lift Station	Coastal Construction	David Mobley	(954) 680-2580	\$15,316	100%
96 09	Riverwalk Lift Station #3	Teamland Development	Mickey Belden	(954) 418-0738	\$71,514	100%
96 08	WWTP Alterations & Repairs	In The Pines	D. R. Weyant	(561) 335-0772	\$65,053	100%
96 07	Digester Decant Piping	ACME Improvement District	Oliver Mitchell	(561) 791-4737	\$19,730	100%
96 06	WTP Modifications	Coral Springs Improvement	John McCune	(561) 683-3301	\$550,450	100%
96 05	Lift Station # 4	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$124,388	100%
96 04	Indian River Lift Station #1	Indian River County Utilities	Michael Hotchkiss	(561) 567-8000	\$73,211	100%
96 03	Winthrop House	Winthrop House Condominium			\$7,723	100%
96 02	Lift Station 68 Modifications	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$26,462	100%
96 01	Golf Emergencies - '96	Village of Golf Utilities	John Mosher	(561) 732-0236	\$41,621	100%
95 28.03	Water Treatment Plant Improves	City of Stuart	Ken Adams	(561) 288-5343	\$355,734	100%
95 28.02	Deep Well Injection Mechanical	City of Stuart	Steve Lacy	(561) 586-8830	\$155,627	100%
95 28.01	Water/Wastewater Improvements	City of Stuart	Kevin Meyers	(561) 288-1292	\$602,850	100%
95 27	Highland WTP Constructability Survey	CH2M HILL, Inc.	Robert Hungate	(407) 423-0030	\$5,016	100%
95 26	WTP Repairs & Improvements	Village of Golf Utilities	John Mosher	(561) 732-0236	\$5,495	100%
95 25	Lift Stations 997, 1053, & 1054	Palm Beach County Utilities	Diana Rivera	(561) 641-3433	\$242,391	100%
95 24	Lift Stations 103, 104, & 106	Palm Beach County Utilities	Diana Rivera	(561) 641-3433	\$214,237	100%
95 23	Lime Sludge Pond Cleaning	Village of Golf Utilities	John Mosher	(561) 732-0236	\$8,580	100%
95 22	Diesel Engine Replacement	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$91,899	100%
95 21	Wastewater Lift Station Rehabilitation	ACME Improvement District	Oliver Mitchell	(561) 791-4010	\$45,986	100%
95 20	Cancelled Project	Cancelled Project			\$0	100%
95 19	Jacking & Recieving Pits Sheeting	B & B Properties	Sharon Boatwright	(561) 597-5572	\$76,825	100%
95 18	Restoration of 7 Water Supply Wells	City of Riviera Beach	Henry Glaus	(561) 626-4653	\$525,730	100%
95 17	Well 26/27 Well Equipment & Piping	Village of Tequesta	Tom Hall	(561) 575-6234	\$241,439	100%
95 16	Repair Lift Stations 14, 15 & 16	Village of Royal Palm Beach	Hector Rodrigues	(561) 790-5126	\$56,806	100%
95 15	Lift Stations 4, 8, 11, 38 & 48	City of Riviera Beach	Derek Paul	(561) 845-4185	\$338,457	100%
95 14	Lift Station #6	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$208,736	100%
95 13	WTP Pumping Modifications	Town of Lantana	Henry Glaus	(561) 626-4653	\$270,861	100%

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TLC Diversified, Inc. Experience Resume

Job #	Project Name	Owner	Contact	Phone	Contract Amount	% Comp.
95 12	Lime Room Piping Modifications	Village of Golf Utilities	John Mosher	(561) 732-0236	\$2,935	100%
95 11	WTP Electric & Instrumentation	City of Vero Beach	Hillman Goeff	(561) 561-1212	\$459,251	100%
95 10	Lift Station # 1 Rehabilitation	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$82,274	100%
95 09	Replacement of Lift Station #7	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$35,743	100%
95 08	WWTP Emergency Repairs	City of Stuart	Steve Lacy	(561) 586-8830	\$3,977	100%
95 07	Old Port Cove Storm Drain Ph. II	Old Port Cove Condo Assoc	"Mac" McGalliard	(561) 626-0510	\$11,429	100%
95 06	Lime Room Floor Replacement	Village of Golf Utilities	John Mosher	(561) 732-0236	\$10,104	100%
95 05	Lake Charles Lift Station	Mel Bush Construction	Mel Bush		\$13,777	100%
95 04	Ibis Repump Station Modifications	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$93,671	100%
95 03	Everglades Youth Camp Lift Station	Fl. Game & Fish Commission	Jon Whitmer	(561) 798-8822	\$38,987	100%
95 02	Village of Golf Emergencies - 95	Village of Golf Utilities	John Mosher	(561) 732-0236	\$13,797	100%
95 01	FPL Wier Modifications	W.W. Gay Mechanical	Ron Roberts	(954) 388-2696	\$170,800	100%
94 24	Royal Antiguan Lift Station	RAB Marketing/Pineapple B			\$7,531	100%
94 23	Spruce Ave. Drainage Improvements	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$174,667	100%
94 22	"The Reserve" Lift Station Wet Well	Erskin Properties, Inc.	Steve Reed	(468) 561-4653	\$11,736	100%
94 21	Design/Build Sheet Piling	City of Sunrise	Anthony Yates	(954) 846-7400	\$98,346	100%
94 20	Raw Water Wells #10 & #11	City of Pembroke Pines	John Katceinik	(954) 435-6721	\$440,145	100%
94 19	Ibis Master & LS #84 Rehabilitation	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$53,852	100%
94 18	Belle Glade WWTP Expansion	City of Belle Glade	Henry Glaus	(561) 626-4653	\$759,882	100%
94 17	WTP #5 Demolition	Gilmore Electric	Bill Scott	(561) 832-2831	\$5,460	100%
94 16	FAU Lift Station Wet Well	McKay Contracting, Inc.	John McKay	(954) 978-3944	\$14,980	100%
94 15	South Bay Growers Lift Station	City of South Bay	Lawrence D. Worth	(941) 983-8121	\$31,972	100%
94 14	Cypress 4A-1 Weir Modifications	So. Fl. Water Management	George Hoffman	(561) 686-8800	\$36,786	100%
94 13	High Service Pump Replacement #5	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$87,934	100%
94 12	Southern Gardens Citrus WWTP Removal	Southern Gardens Citrus	Lawrence D. Worth	(813) 983-8121	\$648,338	100%
94 11	Homestead Lift Stations & Force Main	City of Homestead	Ken Peck	(305) 247-1801	\$296,647	100%
94 10	Pump Stations 963 & 964 Modifications	Palm Beach County Utilities	Jorge Jaramillo	(561) 641-3429	\$155,392	100%
94 09	Martin County Emergency Repairs	Martin County Utilities	Ed Vockins	(561) 221-1469	\$12,057	100%
94 08	Village of Golf Emergencies - 94	Village of Golf Utilities	John Mosher	(561) 732-0236	\$20,157	100%
94 07	WTP Handrail & Grating Replacement	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$388,605	100%
94 06	Tequesta Storage Tank Repairs	Village of Tequesta	Tom Hall	(561) 575-6234	\$2,000	100%
94 05	Wellington Edge Lift Station	Eden's Construction Co., Inc.	Dennis Miller	(561) 996-6882	\$5,150	100%
94 04	Rehab of Lift Stations 16 & 17	City of Tamarac	Cline Jones	(954) 724-2414	\$165,251	100%
94 03	Rehab of Lift Stations 4, 7, & 11	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$189,376	100%
94 02	Rehab of Lift Stations 3 & 6	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$117,321	100%
94 01	Vista Salerno THM Removal Project	Martin County Utilities	Ed Vockins	(561) 221-1469	\$69,613	100%
93 16	WPB Aerial Canal Crossing	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$18,314	100%

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TLC Diversified, Inc. Experience Resume

Job #	Project Name	Owner	Contact	Phone	Contract Amount	% Comp.
93 15	Peele-Dixie WTP Raw Water Aeration	City of Fort Lauderdale	Tim Welch	(954) 771-0880	\$318,084	100%
93 14	Tequesta Well Addition	Village of Tequesta	Tom Hall	(561) 575-6234	\$92,425	100%
93 13	Chlorine Building Addition	Village of Golf Utilities	John Mosher	(561) 732-0236	\$34,237	100%
93 12	Emergency Repairs	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$7,716	100%
93 11	Riviera Beach WTP Improvements	City of Riviera Beach	Henry Glaus	(561) 626-4653	\$274,093	100%
93 10	Seacoast Lift Stations 1 & 2	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$68,499	100%
93 09	Seacoast Lift Station 24	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$94,850	100%
93 08	Vero Beach Pull Boxes	Cannon Construction Co.	Richard Grammer	(601) 833-0077	\$17,042	100%
93 07	Quantum Park Bank Restoration	Simon & Assoc. Inc.	Joseph C. Stallsmith	(317) 263-7958	\$6,600	100%
93 06	Old Port Cove Storm Drain	Old Port Cove Condo Assoc	"Mac" McGalliard	(561) 626-0510	\$10,828	100%
93 05	Tequesta Hydro Tank	Village of Tequesta	Tom Hall	(561) 575-6234	\$75,449	100%
93 04	42" Valve Addition	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$355,117	100%
93 03	Village of Golf Emergencies - 93	Village of Golf Utilities	John Mosher	(561) 732-0236	\$5,566	100%
93 02	Golf Lift Stations Q2 & Q5	Village of Golf Utilities	John Mosher	(561) 732-0236	\$80,955	100%
93 01	Water Main Painting/Maint.	Village of Tequesta	Tom Hall	(561) 575-6234	\$147,806	100%
92 12	Residential Phase II	Homestead Residences			\$369,587	100%
92 11	Residential Phase I	Homestead Residences			\$454,822	100%
92 10	Lantana Lift Stations	Town of Lantana	Henry Glaus	(561) 626-4653	\$247,991	100%
92 09	L.S.'s 3, 10, & 12	City of Riviera Beach	Henry Glaus	(561) 626-4653	\$546,989	100%
92 08	Okeelanta Sugar Drain Line	CH2M HILL, Inc.	Len Drago	(561) 737-6665	\$11,875	100%
92 07	Pump Station S-331	So. Fl. Water Management	Nick Cretis	(561) 686-3300	\$40,077	100%
92 06	Village of Golf LS's	Village of Golf Utilities	John Moser	(561) 732-0236	\$70,635	100%
92 05	Martin Downs WTP Exp.	Martin County Utilities	Ed Vockins	(561) 798-8822	\$414,552	100%
92 04	Jupiter Hills Valves #2	Jupiter Hills Club			\$4,653	100%
92 03	Seacoast Lift Stations	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$1,225,908	100%
92 02	Village of Golf Emergencies - 92	Village of Golf Utilities	John Moser	(561) 732-0236	\$16,417	100%
92 01	Stuart Yacht Club	Martin County Utilities	Ed Vockins	(561) 692-0770	\$30,646	100%
91 20	North County Water System Improvements	Indian River County Utilities	Duke Oster	(561) 567-8000	\$184,949	100%
91 19	Lime Sludge Removal	Village of Golf Utilities	John Moser	(561) 732-0236	\$9,155	100%
91 18	By-pass Installation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$21,178	100%
91 17	Stuart WTP Modifications	City of Stuart		(561) 737-6665	\$705,065	100%
91 16	Grants Pump Station	City of Stuart	Kevin Meyers	(561) 288-1292	\$285,944	100%
91 15	WWTP Base Slab	Hydratech Utilities, Inc.	Gerald Bobo		\$86,180	100%
91 14	Martin County Lift Station	B & B Properties	O'Neal Bates	(561) 597-5572	\$41,927	100%
91 13	Jupiter Valves	Jupiter Hills Club	David Troiano		\$6,419	100%
91 12	Boca Pump Station Modifications	City of Boca Raton	Jim Pierce	(561) 393-7871	\$709,352	100%
91 11	Pump Station S-6 Stor. Bldg	So. Fl. Water Management	Nick Cretis	(561) 683-3301	\$155,081	100%

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TLC Diversified, Inc. Experience Resume

Job #	Project Name	Owner	Contact	Phone	Contract Amount	% Comp.
91 10	Vill of Golf Manhole & Road Repairs	Village of Golf Utilities	John Moser	(561) 732-0236	\$17,820	100%
91 09	Village of Golf Filter Renovations	Village of Golf Utilities	John Moser	(561) 732-0236	\$5,200	100%
91 08	Brevard Co. Leachate System	B & B Properties	O'Neal Bates	(561) 597-5572	\$145,238	100%
91 07	Village of Golf Accelerator Renov.	Village of Golf Utilities	John Moser	(561) 732-0236	\$79,428	100%
91 06	Checkers Resturant Lift Station	Checkers Drive-In Restaurant	Elaine Selover	(813) 441-3500	\$2,049	100%
91 05	Eckerd Youth Camp/Pump Station	Fl. Dept. Of Rehab. Services	Ron Keller	(561) 589-0712	\$112,734	100%
91 04	Encon L.S.'s #54	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$19,830	100%
91 03	Propane Tank	Village of Golf Utilities	John Moser	(561) 732-0236	\$863	100%
91 02	Martin Downs WWTP Exp. Phase II	Martin County Utilities	Ed Vockins	(561) 471-3982	\$619,528	100%
91 01	0.3 MG El. Water Tk & Booster Pump	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$120,131	100%
90 18	Royal Palm Lift Station Completion	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$14,499	100%
90 17	Encon L.S.'s #63 & #133	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$44,966	100%
90 16	Sailfish point WWTP	Sailfish Point Utility Co	Richard Marx	(561) 225-1615	\$269,619	100%
90 15	Lantana Cascades Lift Station	Town of Lake Clarke Shores	Danny LeBron	(561) 967-8242	\$67,946	100%
90 14	Lift Station 30I	Broward County Utilities	Guillermo L. Cancio	(954) 978-1139	\$39,713	100%
90 13	Lift Stations 21B & C	Broward County Utilities	Guillermo L. Cancio	(954) 978-1139	\$110,620	100%
90 12	Fox Hill Vector Project	Fox Hill Development			\$340	100%
90 11	Sanderson Vector Project	B & B Properties	O'Neal Bates	(561) 597-5572	\$300	100%
90 10	Village of Golf Lift Stations	Village of Golf Utilities	John Moser	(561) 732-0236	\$199,439	100%
90 09	Sailfish Point Vector	Sailfish Point Utility Co	James Macon	(561) 433-4311	\$975	100%
90 08	Royal Palm Beach Vector	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$350	100%
90 07	School GGG Lift Station	B & B Properties	O'Neal Bates	(561) 597-5572	\$119,081	100%
90 06	Riviera Beach Lift Stations	City of Riviera Beach	Henry Glaus	(561) 626-4653	\$232,793	100%
90 05	Martin County Bar Screen	Martin County Utilities	Ed Vockins	(561) 692-0770	\$1,400	100%
90 04	Melbourne Lift Stations Rehab	B & B Properties	O'Neal Bates	(561) 597-5572	\$233,792	100%
90 03	Lantana Master Pump Station & Plant	Town of Lantana	Henry Glaus	(561) 626-4653	\$162,798	100%
90 02	Okeechobee WWTP Expansion	B & B Properties	O'Neal Bates	(561) 597-5572	\$385,200	100%
90 01	Lift Station #55	City of West Palm Beach	Ken Reardon	(651) 659-8088	\$67,757	100%
89 14	Village of Golf WTP Mods	Village of Golf Utilities	John Moser	(561) 732-0236	\$275,840	100%
89 13	Broward Lift Stations	Broward County Utilities	Pat McGregor	(954) 978-1142	\$120,615	100%
89 12	Colonial Filters	Colonial Estates MHP	Henry Glaus	(561) 626-4653	\$60,000	100%
89 11	Estates of Lake Clarke Shrs	Town of Lake Clarke Shores	Henry Glaus	(561) 626-4653	\$4,180	100%
89 10	Indiantown Curbing	B & B Properties	O'Neal Bates	(561) 597-5572	\$1,440	100%
89 09	Lift Station #8 Renovation	City of N. Lauderdale	Mike Shields		\$56,600	100%
89 08	Deerfield L.S. #5	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$215,345	100%
89 07	Lost Tree Village	Lost Tree Village Util.	James Macon	(561) 433-9311	\$207,385	100%
89 06	WXEL Pump Station	City of Boynton Beach	Mark Law	(561) 375-6430	\$63,754	100%

8-015

TLC Diversified, Inc. Experience Resume

Job #	Project Name	Owner	Contact	Phone	Contract Amount	% Comp.
89 05	Royal Palm Valve Removal	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$2,500	100%
89 04	Lake Clarke Shores L.S.'s	Town of Lake Clarke Shores	Henry Glaus	(561) 626-4653	\$87,921	100%
89 03	Hallandale Sludge Tanks	City of Hallandale	David Pritchard	(954) 458-3251	\$162,926	100%
89 02	North County Piping Improves	Martin County Utilities	Ed Vockins	(561) 692-2988	\$33,690	100%
89 01	Tamarac Pump Addition	City of Tamarac	Cline Jones	(954) 724-2414	\$62,060	100%
88 13	Bent Pines Lift Station	B & B Properties	O,Neal Bates	(561) 597-5572	\$1,600	100%
88 12	Lake Worth Dust Collector	City of Lake Worth	Mike Thew	(561) 586-1671	\$7,340	100%
88 11	Port Salerno Lift Stations	Martin County Utilities	Ed Vockins	(561) 692-0770	\$306,077	100%
88 10	Spanish Lakes R. O. Plant	Spanish Lakes Fairways			\$24,174	100%
88 09	Palm Beach Dust Collector	Palm Beach County Utilities	Stephen McGrew	(561) 641-3403	\$8,295	100%
88 08	John's Island Lift Stations	City of Vero Beach	Hillman Goeff	(561) 561-1212	\$396,999	100%
88 07	Encon Pump Bases	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$1,600	100%
88 06	Everglades Youth Camp W.T.P.	Fl. Game & Fish Commission			\$21,900	100%
88 05	Lift Station #95	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$12,900	100%
88 04	Hugh Taylor Birch L.S. Rehab	Dept of Natural Resources			\$16,320	100%
88 03	Raw Water Tap	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$150	100%
88 02	Martin County Filter Renovations	Martin County Utilities	Ed Vockins	(561) 692-2988	\$23,545	100%
88 01	Sea Coast Utilities Ph II	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$18,252	100%
87 29	Pump Base Rebuild	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$1,902	100%
87 28	Encon Valve Relocate	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$5,415	100%
87 27	St. Lucie Schools Sewage Plants Ex.	St. Lucie County School Board			\$71,811	100%
87 26	Thomas Street Pump Station	City of Delray Beach	Mark Offie	(561) 243-7300	\$73,776	100%
87 25	King's Academy Lift Station	King's Academy	John Witmer	(561) 471-3982	\$6,250	100%
87 24	Deerfield Valves, Phase II	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$4,900	100%
87 23	Encon Bridge Crossings	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$11,298	100%
87 22	Royal Palm Filter Mods	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$1,470	100%
87 21	Sea Coast Utilities Repairs	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$6,165	100%
87 20	Royal Palm Storage Tank	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$137,097	100%
87 19	Sea Images Punch out	Sea Images Development Co	Paul Brienza	(561) 747-5700	\$325	100%
87 18	Encon Culvert Crossing	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$1,800	100%
87 17	Juno Beach Water Mtr Relocate	Town of Juno Beach	Dennis		\$2,911	100%
87 16	Martin Correctional Flow Meter	Dept. of Corrections			\$6,300	100%
87 15	Gach Health Spa	Private Residence	Leo Gach		\$600	100%
87 14	Encon Meter Vaults	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$8,190	100%
87 13	Sea Images Piping	Sea Images Development Co	Paul Brienza	(561) 747-5700	\$6,750	100%
87 12	Broadview Lift Station	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$11,950	100%
87 11	West Palm Dust Collector	City of West Palm Beach	Ray Taylor	(561) 659-8090	\$8,108	100%

SUD-9

TLC Diversified, Inc. Experience Resume

<u>Job #</u>	<u>Project Name</u>	<u>Owner</u>	<u>Contact</u>	<u>Phone</u>	<u>Contract Amount</u>	<u>% Comp.</u>
87 10	Fiberglass Ductwork	Broward County Utilities	Guillermo Cancio	(954) 831-3250	\$500	100%
87 09	Juno Water Main	Town of Juno Beach	Dennis		\$8,990	100%
87 08	Breakers Lift Station	Palm Beach Breakers Hotel			\$24,561	100%
87 07	Royal Palm Vacuum Breaker	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$2,200	100%
87 06	Dildine Health Spa	Private Residence	Mr. Dildine		\$520	100%
87 05	Pump Station 161	Palm Beach County Utilities	Stephen McGrew	(561) 641-3403	\$10,460	100%
87 04	Sea Images Sewer Cleanout	Sea Images Development Co			\$6,750	100%
87 03	Deerfield Valves	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$12,182	100%
87 02	Hydro Tank Installation	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$3,391	100%
87 01	Royal Palm Flow Meter	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$1,300	100%
86 14	Utility Tap	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$175	100%
86 13	Town Hall Water Connection	Town of Haverhill			\$850	100%
86 12	Royal Palm Filter Replacement	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$114,113	100%
86 11	Sea Images Yard Piping	Sea Images Development Co			\$14,427	100%
86 10	Water Treatment Plant Repairs	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$3,127	100%
86 09	Town of Haverhill Water Main	Town of Haverhill			\$2,782	100%
86 08	Royal Palm Tank Compaction	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$850	100%
86 07	Royal Palm Silo Deflector	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$2,415	100%
86 06	Sea Oaks Storage Tank Removal	Indian River County Utilities	Harold Seeley	(561) 231-4301	\$500	100%
86 05	Pipe Fitting Installation	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$1,098	100%
86 04	Surge Tank Piping Project	Village of Royal Palm Beach	Tom Blumberg	(561) 790-5126	\$6,780	100%
86 03	North Beach Water Co. Wells II	Indian River County Utilities	Harold Seeley	(561) 231-4301	\$4,392	100%
86 02	North Beach Water Co. Wells	Indian River County Utilities	Harold Seeley	(561) 231-4301	\$6,088	100%
86 01	Pembroke Pines Filter Repair	City of Pembroke Pines	John Katcelnik	(954) 435-6721	\$5,400	100%
85 05	Sea Oaks Waste Water Plant	Indian River County Utilities	Harold Seeley	(561) 231-4301	\$326,895	100%
85 04	Temporary By-Pass Pumping	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$2,735	100%
85 03	Sea Coast Utilities Lime Feed Sys.	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$5,918	100%
85 02	Okeechobee Lift Stations	City of Okeechobee	Harold Mounts	(941) 763-3322	\$33,852	100%
85 01	High Service Pump #8	City of Vero Beach	Hillman Goeff	(561) 561-1212	\$50,676	100%

SUP-10

RECEIVED

APR 12 2000

WCG, INC.

CONSTRUCTION GROUPS
CG C041816
UG C053963



■ GENERAL CONTRACTING GROUP ■ ENVIRONMENTAL CONSTRUCTION GROUP ■ UNDERGROUND UTILITIES GROUP

April 10, 2000

Mr. Robert E. Barrett, P.E.
WCG, Inc.
8895 N. Military Trail, Suite 101B
Palm Beach Gardens, Florida 33410

Re: Avenue "U" Master Lift Station Flowmeter & Pump Valves Replacement
City of Riviera Beach, Florida
Project # 001008.01

Subject: Pumping Station Valve Change-out

Dear Mr. Barrett;

After our phone conversation I investigated the lead times for the 14" & 16" Plug Valves and 14" Check Valves. The delivery of these items are 6-8 weeks after shop drawing approval. I feel TLC Diversified, Inc. can complete the valve change out on the existing pumps. only, in 120 day time frame. The 30" Plug Valves still remain at 34 weeks delivery after shop drawing approval.

Please let me know at your earliest convenience as to which direction the award will proceed. Should you have any question concerning this matter please do not hesitate to contact me at my office.

Sincerely,
TLC Diversified, Inc.

A handwritten signature in black ink, appearing to read 'Philip Mintzer', with a long horizontal flourish extending to the right.

Philip Mintzer
Project Manager

cc: Thurston Lamberson, TLC
John Monaco, TLC
Job File
Chrono

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payment. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.7 of the General Conditions.

90% of Work Completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in Paragraph 14.2 of the General Conditions).

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Paragraph 7) and the other related data identified in the Bidding Documents including "technical data".

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of

the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of *subsurface conditions at or contiguous to the site* and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-2:3. of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied, (or assumes responsibility for having done so) all such supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Instructions to Bidders (Pages ITB-1 to ITB-16).
- 7.2 General Conditions (Pages GC-1 to GC-43, inclusive).
- 7.3 Supplementary Conditions (Pages SC-1 to SC-6, inclusive).
- 7.4 This Agreement (Pages AG-1 to AG-7, inclusive).
- 7.5 Payment Bond, identified as Section PAB-1, and consisting of 2 pages.
- 7.6 Performance Bond, identified as Section PFB-1, and consisting of 2 pages.
- 7.7 Detailed Technical Specifications, consisting of 3 Divisions, 16 Sections and 92 pages, as listed in the Index of these documents.
- 7.8 Drawings, consisting of a cover sheet, sheets number 1 through 7 inclusive, with each sheet bearing the following general title:

Avenue "U" Master Lift Station Flowmeter and Pump Valves Replacement for the City of Riviera Beach, Florida, Project No. 001008.01, File No. D-2439-122.
- 7.9 Addenda numbers 1, 2 & 3, inclusive.
- 7.10 CONTRACTOR's Bid (Pages BP - 1 to BP - 9, inclusive) designated as Bidder's Proposal.
- 7.11 Documentation submitted by CONTRACTOR PRIOR TO Notice of Award (pages SUP - 1 through SUP - 11, inclusive).
- 7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.5 and 3.6 of the General Conditions.
- 7.13 There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as

provided in Paragraphs 3.5 and 3.6 of the General Conditions. OWNER and CONTRACTOR further agree that the drawings as identified in Paragraph 7.8 above comprise an integral and equal component of this Agreement and that due to the physical nature of such Drawings that actual attachment hereto is impractical.

ARTICLE 8 MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in Six (6) parts. Two counterparts each have been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on May 03, 2000.

OWNER: City of Riviera Beach

CONTRACTOR: T.L.C. Diversified, Inc.

BY [Signature]
Michael D. Brown, Mayor

BY [Signature]
Thurston Lamberson, President

(CORPORATE SEAL)
Attest [Signature] 5/3/00
Carrie E. Ward, City Clerk

(CORPORATE SEAL)
Attest [Signature]
JoAnn Lamberson

Address for giving notices
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

Address for giving notices
1928 Limbus Avenue East
Sarasota, FL 34243

License No.: CGC041816

REVIEWED FOR LEGAL SUFFICIENCY
[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

Agent for service of process:
Thurston Lamberson

DATE: 4-28-2000

RESOLUTION NO. 68-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AUTHORIZATION TO PERFORM ENGINEERING SERVICES AND ON-SITE OBSERVATION AND CONTRACT ADMINISTRATION DURING CONSTRUCTION TO BARKER, OSHA AND ANDERSON, INC. IN AN AMOUNT NOT EXCEEDING \$48,000.00 FOR FLOWMETER AND PUMP VALVES REPLACEMENT TO THE AVENUE "U" MASTER LIFT STATION FLOWMETER AND PUMP VALVES REPLACEMENT; PROPOSED CONTRACT AWARD TO T.L.C. DIVERSIFIED, INC. AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-0000-5350-4604.

WHEREAS, Based on the second lowest construction contract bid by T.L.C. Diversified, Incorporated, Barker, Osha and Anderson, Inc. has prepared an Authorization to Perform Engineering and On-Site Observation form for this project; and

WHEREAS, the primary purpose of this proposed authorization is for BOA to provide engineering services in contract administration and on-site observation during construction by T.L.C. Diversified, Incorporated for Flowmeter and pump valves replacement for the City of Riviera Beach; and

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute the authorization to perform engineering services between Barker, Osha & Anderson, Inc. (BOA) and the City of Riviera Beach in the amount of \$48,000.00 for flowmeter and pump valves replacement at Avenue "U" Master Lift Station.

Section 2: That the City Council hereby accepts the proposed authorization in the amount of \$48,000.00 and that the Mayor and Finance Director are authorized to make payment for same under Account No. 402-0000-5350-4604.

Section 3: That a copy of the agreement between Barker, Osha & Anderson, Incorporated and the City of Riviera Beach shall be attached hereto and made a part of this resolution.

Section 4: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 68-00
PAGE NO. 2

PASSED AND ADOPTED this 3rd day of MAY, 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

ATTEST:

Elizabeth Wade
ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)

Donald R. Wilson
DONALD R. WILSON

Carrie E. Ward
CARRIE E. WARD, CMC/AE
CITY CLERK

Sylvia Lee Blue
SYLVIA LEE BLUE

David G. Schnyer
DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY

Matthew C. Lunn
INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-25-2000

LDP/ann

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RESOLUTION NO. 69-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECRUITING INITIATIVES FOR POLICE CANDIDATES; AND APPROVE THE TRANSFER OF \$12,000.00 FROM GENERAL FUND CONTINGENCY ACCOUNT # 001-0203-5190-5999 TO THE POLICE DEPARTMENT'S EMPLOYEE DEVELOPMENT ACCOUNT # 001-0822-5210-5403 FOR PAYMENT OF TUITION FEES AND EXPENSES FOR THE POLICE ACADEMY.

WHEREAS, City Council accepts the proposed recruiting initiatives for police certified and non-certified officers; and

WHEREAS, the City Council approves an increase to the Police Department's budget.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

Section 1: That City Council approves the transfer of \$12,000 from General Fund Contingency Account # 001-0203-5190-5999 to the Police Department's Employee Development Account # 001-0822-5210-5403 for sponsoring non-certified candidates at the Police Academy.

RESOLUTION # 69-00
PAGE 2

PASSED and APPROVED this 3rd day of May, 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

ATTEST:

Elizabeth Wade
ELIZABETH WADE
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]

Carrie E. Ward
CARRIE E. WARD, CMC/AEE
CITY CLERK

Donald R. Wilson
DONALD R. WILSON

David G. Schnyer
DAVID G. SCHNYER

Sylvia L. Blue
SYLVIA L. BLUE
Council Members

MOTIONED BY: _____

SECONDED BY: _____

E. RODGERS _____ aye

E. WADE _____ aye

D. SCHNYER _____ aye

D. WILSON _____ aye

S. BLUE _____ aye

REVIEWED AS TO LEGAL SUFFICIENCY

Matthew C. Russell
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-27-2000

RESOLUTION NO. 70-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

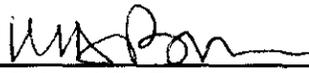
SECTION ONE. That the City Council hereby authorize the Mayor and City Clerk to execute an Agreement for Professional Services between The City of Riviera Beach and Alcalde & Fay, Ltd., to provide lobbyist representation at the Federal level on behalf of The City of Riviera Beach.

SECTION TWO. That a copy of the Agreement for Professional Services between The City of Riviera Beach and Alcalde & Fay, Ltd., shall be attached hereto and made a part of this Resolution.

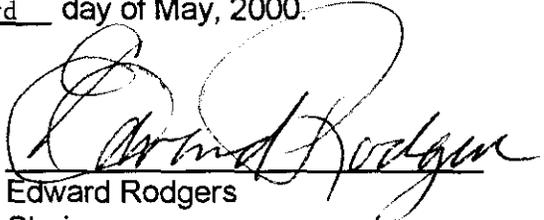
SECTION THREE. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED and ADOPTED this 3rd day of May, 2000.

APPROVED:

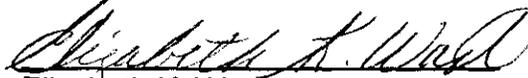


Michael D. Brown
Mayor



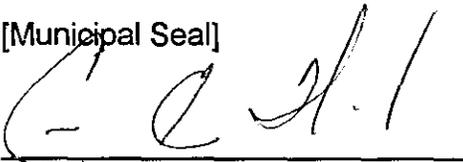
Edward Rodgers
Chair

Attest::

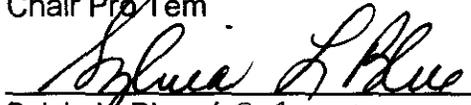


Elizabeth K. Wade
Chair Pro Tem

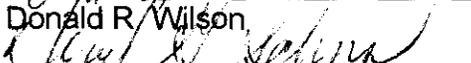
[Municipal Seal]



Carrie E. Ward, CMC/AE
City Clerk



Sylvia L. Blue


Donald R. Wilson


David G. Schnyer
Council members

RESOLUTION NO. 70-00

Page -2-

Motioned by: D. Wilson

Seconded by: E. Wade

E. Rodgers aye

E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

Approved as to legal sufficiency

By: Matthew C. Bennett
Interim City Attorney

Date: 4-28-2000

[WEW:PHR:dpm*042500]

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH AND
ALCALDE & FAY, LTD.**

The following is an agreement between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgment of the Council Members, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART 1 - SPECIFIC PROVISIONS

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on public works, transportation, communications, water resources, housing, and Federal grant programs, including but not limited to:
1. Assisting in the development of strategies relating to the governmental agencies who regulate and fund public works, transportation, communications, water resources, and housing programs.
 2. Developing strategies to obtain and maximize public works, transportation, water resources, and housing and Federal grant programs.
 3. Coordinating funding, legislation and policy-related activities with the United States Congress and federal agencies;
 4. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY's projects;
 5. Maintaining direct and frequent contact with key United States Senators and Representatives;
 6. Advocating CITY interests during the United States Legislative and regulatory process;

7. Leading and organizing successful local efforts to obtain funding and beneficial status for the CITY projects; and
 8. Providing the CITY with a written report of activities and attending CITY meetings at any time upon the CITY's request.
- B. PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall not exceed \$5,000.00 per month. The monthly \$5,000.00 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on May 1, 2000. The CITY shall reimburse the CONTRACTOR for reasonable expenses incurred in connection with CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but not limited to: photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis and will not exceed \$100.00 per month. The CITY will make all travel arrangements for the CONTRACTOR. All travel expenses will be incurred only following the approval by the City Manager.
- C. KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have L. A. "Skip" Bafalis, Danielle McBeth and Jim Davenport principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

CITY: WILLIAM WILKINS
CITY MANAGER
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404
(561) 845-4010

CONTRACTOR: ALCALDE & FAY
2111 WILSON BLVD., 8th FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on May 1, 2000 and shall terminate on April 30, 2001 or upon 30 day's notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 3rd day of May, 2000.

ATTEST:

CITY OF RIVIERA BEACH

W. B. ... MAYOR

C. A. ...
Clerk

REVIEWED FOR LEGAL SUFFICIENCY

W. ...

CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 4-28-2000

ALCALDE & FAY, LTD.

A. ...

Witnesses:

Angela ...

Mary ...

RESOLUTION NO. 76-00

PAGE 2

PASSED and APPROVED this 17TH day of MAY, 2000.

APPROVED:

[Signature]
MICHAEL BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)

[Signature]
ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:

[Signature]
DONALD R. WILSON

[Signature]
CARRIE, WARD, CMC/AAE
CITY CLERK

[Signature]
SYLVIA BLUE

[Signature]
DAVID SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY
[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 5-9-2000

RESOLUTION NO. 77-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROPOSED CONTRACT AWARD WITH ASPHALT CONSULTANTS, INC., THE LOWEST BIDDER, FOR PHASE II OF THE 20" WATER TRANSMISSION LINE AND THE DRAINAGE FROM 27TH STREET AND OLD DIXIE HIGHWAY; THEN PARTIALLY ALONG BOTH AVENUE "O" & "P" TO SILVER BEACH ROAD THEN WEST TO CONGRESS AVENUE IN THE AMOUNT OF \$673,860.00; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NOS. 406-1417-5360-4616 AND 301-1116-5190-5304.

WHEREAS, the City of Riviera Beach City Council approve the lowest bidder's proposal by Asphalt Consultants, Inc. for Phase II of the 20" Water Transmission Line and the Drainage from 27th Street and Old Dixie Highway; then partially along both Avenue "O" & "P" to Silver Beach Road then west to Congress Avenue. The purpose of this transmission main is to boost the water pressure up in our western service area. Asphalt Consultants, Inc. met the City's requirement of 15% participation in the Minority Business Enterprises (M/WBE) to participate in and perform projects financed with City funds; and

WHEREAS, said proposed contract will be awarded to Asphalt Consultants, Incorporated in the amount of \$673,860.00; and

WHEREAS, said proposed contract shall be awarded from Account No.406-1417-5360-4616 and 301-1116-5190-5304.

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

Section 1: That the Mayor and City Clerk are hereby authorized to execute a contract between Asphalt Consultants, Incorporated and the City of Riviera Beach in the amount of \$673,860.00 for the Phase II of the 20" Water Transmission Line and the Drainage on Avenue "P" from 27TH Street and Avenue "O" to Congress Avenue and Silver Beach Road.

Section 2: That the City Council hereby accepts the bid in the amount of \$673,860.00 and that the Mayor and Finance Director are authorized to make payments for same under Account Nos. 406-1417-5360-4616 (\$561,176.00) and 301-1116-5190-5304 (\$112,624.00).

Section 3: That the City Manager is authorized to approve Change Orders in the amount not to exceed ten percent (10%) of the contract amount and that the Finance Director is authorized to establish a budget in the amount of \$617,294.00 (Account No. 406-1417-5360-4616) and \$123,953.00 (Account No. 301-1116-5190-5304).

Section 4: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 77-00
PAGE NO. 2

PASSED AND ADOPTED this 17TH day of MAY, 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

ATTEST:

Elizabeth Wade
ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)

Donald R. Wilson
DONALD R. WILSON

Sylvia Lee Blue
SYLVIA LEE BLUE

Carrie E. Ward
CARRIE E. WARD, CMC/AE
CITY CLERK

David G. Schnyer
DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY

Interim City Attorney
INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5-9-2000

RESOLUTION NO. 78-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO BEVERIDGE AND DIAMOND, P.C., IN THE AMOUNT OF \$53,153.30 FOR PROFESSIONAL LEGAL SERVICES RENDERED IN THE MATTER OF THE SOLITRON SITE; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 401-1437-5330-3103.

WHEREAS, Beveridge and Diamond, P.C, performed professional legal services on behalf of the City as it relates to contamination issues at the Solitron site; and

WHEREAS, Beveridge and Diamond, P.C., submitted invoices for those services in the amount of \$53,153.30.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

Section 1. The Mayor and Finance Director are authorized to make payment to Beveridge and Diamond, P.C., in the amount of \$53,153.30.

Section 2. This Resolution shall take effect immediately upon passage and adoption by the City Council.

PASSED and ADOPTED this 17TH day of MAY, 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN
MAYOR

Edward Rodgers
EDWARD RODGERS
CHAIRPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
CHAIR PRO-TEM

ATTEST

(MUNICIPAL SEAL)

Sylvia L. Blue
SYLVIA L. BLUE

Donald R. Wilson
DONALD R. WILSON

Carrie E. Ward
CARRIE E. WARD, CMC/AAE
CITY CLERK

David G. Schnyer
DAVID G. SCHNYER
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

L. WADE aye

S. BLUE aye

D. WILSON aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY

Matthew C. ...
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 5-5-2000

PHR:mem
5/04/00

RESOLUTION NO. 79-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AN ENGAGEMENT LETTER WITH THE LAW FIRM OF LEWIS, LONGMAN & WALKER, P.A., ON BEHALF OF THE CITY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE LAW FIRM OF LEWIS, LONGMAN & WALKER, P.A., IN THE AMOUNT OF \$25,368.49 AND TO THE CONSULTING ENGINEERING FIRM OF LINDAHL, BROWNING, FERRARI & HELLSTROM, INC., IN THE AMOUNT OF \$648.33 FOR PROFESSIONAL SERVICES RENDERED IN DEVELOPING AN INTERLOCAL AGREEMENT BETWEEN THE CITY, PORT, AND COUNTY AS IT RELATES TO 13TH STREET EXPANSION, SAID PAYMENT TO BE MADE FROM GENERAL FUND BALANCE CARRYOVER.

WHEREAS, in September 1999, the City Council authorized the law firm of Lewis, Longman & Walker, P.A., to represent the City in a permit challenge to the Department of Environmental Protection as it related to the building of a Port cruise terminal/office building and expansion of slip #3; and

WHEREAS, after meeting with the Port and the County, the City Council further authorized Lewis, Longman & Walker, P.A., to work with City staff, the Port, and the County, to draft an interlocal agreement between the parties; and

WHEREAS, Lewis, Longman & Walker, P.A., has provided these professional legal services to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

Section 1. The City Manager is authorized, on behalf of the City, to sign the engagement letter retaining Lewis, Longman & Walker, P.A.

Section 2. That the Mayor and Finance Director are authorized to make payment to Lewis, Longman & Walker, P.A., in the amount of \$25,368.49, and to make payment to Lindahl, Browning, Ferrari & Hellstrom, Inc., in the amount of \$648.33 for professional services rendered.

RESOLUTION NO. 80-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO LAW FIRM OF HOLLAND & KNIGHT, LLP, IN THE AMOUNT OF \$84,207.17 AND TO PRIME INTERESTS CONSULTING, IN THE AMOUNT OF \$8,300.00 FOR PROFESSIONAL SERVICES RENDERED IN THE REDEVELOPMENT OF THE OCEAN MALL PROJECT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 305-0202-512-0-3106 AND TRANSFER \$100,000.00 FROM THE GENERAL FUND BALANCE CARRYOVER.

WHEREAS, the City of Riviera Beach has been negotiating a development agreement with Ocean Land, Inc., for the redevelopment of the Ocean Mall property; and

WHEREAS, Holland & Knight, LLP was hired to assist the City in reviewing documents and in preparing a development agreement; and

WHEREAS, Prime Interest developed a Blight Study which was used in expanding the Community Redevelopment Agency west of U.S. 1; and

WHEREAS, money has been budgeted in the 1999-2000 Budget for services in connection with the Ocean Mall project; and

WHEREAS, additional funds will be needed for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

Section 1. That the Mayor and Finance Director are authorized to make payment to Holland & Knight, LLP, in the amount of \$84,207.17, and to make payment to Prime Interest, in the amount of \$8,300.09, from Account No. 305-0202-512-0-3106 and transfer \$100,000.00 from General Fund Balance Carryover.

Section 2. This Resolution shall take effect immediately upon passage and adoption by the City Council.

