

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

MEETING DATE: December 16, 2009

AGENDA ITEM SUMMARY NO. H09-122- 1

- |   |  |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input type="checkbox"/> REGULAR                   |
| <input checked="" type="checkbox"/> CONSENT                 | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> PUBLIC HEARING                     | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING        | <input type="checkbox"/> BOARD APPOINTMENT         |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING         | <input type="checkbox"/> WORKSHOP                  |

**SUBJECT: AWARD CONTRACT FOR DEMOLITION OF "OLD CITY HALL".**

**RECOMMENDATIONS/MOTION:** Staff recommends City Council award Bid No. 241-09 to The BG Group, LLC of Boca Raton, Florida, the lowest responsive and responsible bidder, in the amount of \$23,850.00 for demolition and removal of three buildings located at 2214 Avenue "E", Riviera Beach, Florida; authorizing the Mayor and City Clerk to execute a construction service agreement; and authorizing the Finance Director to make payment for same.

**INTER-DEPARTMENTAL APPROVAL REVIEW & DATE**

◆ City Manager	Library
◆ City Attorney <i>PMR 12/9/09</i>	Marina
◆ City Clerk <i>OK</i>	Police
◆ Community Development	Public Works
◆ Finance <i>12-7-09</i>	◆ Purchasing <i>BLA 12-8-09</i>
Fire	Parks & Recreation
Human Resources	Utility District
Information Systems	Other

APPROVED BY CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

Originator: Purchasing <i>BLA</i>	Costs: <u>\$23,850.00</u>	District Board Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions
User: Community Development Marina	Current FY: <u>2010</u>  Funding Source: 001-1128-519-0-4602	<input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
Advertised: Date: October 11, 2009 Paper: The Palm Beach Post  Affected Parties <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	<input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other  Budget Account Number:	Attachments: 1. Resolution 2. Bid Tabulation 3. Qualification Documents 4. Construction Services Agreement

**Item No.04**

The "Old City Hall" located at 2214 Avenue "E" consists of three (3) aged building that have been vacant for several years and which are in substantial disrepair. As a result of a recent assessment, the City's Building Official has recommended the structures be demolished in the interest of public health and safety.

Accordingly, an Invitation for Bids (No.241-09) was solicited for the demolition of the structures and was publicly advertised in the "Legal Notices" section of the Palm Beach Post and the City's website on October 11, 2009.

The City received eight (8) responses to the Invitation for Bids with offers ranging from \$23,850 to \$ 49,282.00. Palmwood Corp was the only Riviera Beach Company to submit an offer that at \$48,645.00 was the second highest bid and twice as much as the low bid.

The Purchasing Department has performed its due diligence and The BG Group, LLC of Boca Raton, Florida has been determined to be the lowest responsive and responsible bidder. The BG Group, LLC has an A- rating with the Better Business Bureau; is in good standing with the Department of Business and Professional Regulations; has excellent references; is registered with the Florida Department of State; and is a certified Minority Business Enterprise registered with the State of Florida Office of Supplier Diversity.

Accordingly, staff recommends City Council award Bid No. 241-09 to The BG Group, LLC of Boca Raton, Florida and authorize the Mayor and City Clerk to execute a construction services agreement for the asbestos removal and demolition of "Old City Hall.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$23,850	\$ 0	\$0	\$ 0	\$0
Operating Costs	N/A	N/A	N/A	N/A	N/A
External Revenues	NA				
Program Income (City)	NA				
In-Kind Match (City)	NA				
<b>NET FISCAL IMPACT</b>	<b>\$23,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>NO. ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

Is Item Included In Current Budget? Yes XX No.   

Budget Account No.: Fund 001 Dept/Division 1128 Org. 5190 Object 4602 Reporting Category:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

  
 Finance Department 12-7-09 Purchasing and Grants

B. Other Department Review:

\_\_\_\_\_  
Department Director

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 241-09 FOR THE DEMOLITION OF THE "OLD CITY HALL" TO THE BG GROUP, LLC, A CERTIFIED MINORITY BUSINESS ENTERPRISE LOCATED IN BOCA RATON, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$23,850.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT #001-1128-519-0-4602; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AMOUNT NOT TO EXCEED 10% OF THE CONTRACT AMOUNT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for the demolition of the "Old City Hall"; and

**WHEREAS**, eight (8) companies responded to Invitation for Bid No. 241-09 and The BG Group LLC of Boca Raton, Florida, a certified minority business, submitted the lowest responsive and responsible bid in the amount of \$23,850.00.

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

**SECTION 1.** The City Council hereby accepts staff's recommendation to award the contract for the demolition of the "Old City Hall" to The BG Group LLC of Boca Raton, Florida, and authorizes the Mayor and City Clerk to execute the construction agreement for same.

**SECTION 2.** The City Council authorizes the Finance Director to pay for the stated services and provide a project contingency.

**SECTION 3.** The City Manager is authorized to approve change orders in an amount not to exceed 10% of the total contract amount.

**SECTION 4.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED** this \_\_\_\_\_ day of December 2009

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

APPROVED:

\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

\_\_\_\_\_  
**DAWN S. PARDO**  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
**CARRIE E. WARD**  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
**JUDY L. DAVIS**  
CHAIR PRO TEM

\_\_\_\_\_  
**BILLIE E. BROOKS**  
COUNCILPERSON

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
COUNCILPERSON

\_\_\_\_\_  
**SHELBY L. LOWE**  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

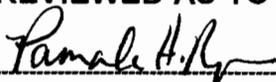
D. PARDO \_\_\_\_\_

J. DAVIS \_\_\_\_\_

B. BROOKS \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/8/09

BID TABULATION SHEET

BID #241-09 - ANNUAL DEMOLITION CONTRACT

OPENED: THURSDAY, NOVEMBER 19, 2009 AT 3:30 PM

DEMOLITION OF "OLD CITY HALL"				
DESCRIPTION	The BG Group LLC. 1140 Holland Dr. #19 Boca Raton, FL 33487	Farache Enterprises, Inc. 6560 West Rogers Circle #26 Boca Raton, FL 33487	PAW Materials, Inc. 6640 State Rd. 52W Hudson, FL 34667	Cross Construction Services, Inc. 25221 Wesley Chapel Blvd. Lutz, FL 33559
Required Asbestos removal, transport and disposal:	\$8,850.00	\$8,000.00	\$6,820.00	\$4,100.00
Demolition of three (3) buildings:	\$15,000.00	\$16,050.00	\$18,562.00	\$21,875.00
<b>Total Bid</b>	<b>\$23,850.00</b>	<b>\$24,050.00</b>	<b>\$25,382.00</b>	<b>\$25,975.00</b>
DEMOLITION OF "C.R.B. DRY STORAGE FACILITY"				
Demolition of Marina's Dry Storage Facility: (including storage racks)	\$12,975.00	\$58,000.00	NO BID	NO BID
Demolition of 20' x40' Attached Office Building:	\$2,030.00	\$1,900.00	NO BID	NO BID
Demolition of 30' x30' Detached Office Building:	\$2,035.00	\$2,000.00	NO BID	NO BID
<b>BID BOND:</b>				
<b>REQUIRED FORMS:</b>	YES / NO	YES / NO	YES / NO	YES / NO
<b>ADDENDUM I, II, III, IV, V, VI:</b>	YES / NO	YES / NO	YES / NO	YES / NO
<b>SCHEDULE I &amp; II:</b>	YES / NO	YES / NO	YES / NO	YES / NO
<b>% MWBE:</b>	100%	0%	0%	0%
<b>COMMENT:</b>			Missing Addendum II - VI	Missing Addendum II - IV, VI

**BID TABULATION SHEET**

**BID #241-09 - ANNUAL DEMOLITION CONTRACT**

**OPENED: THURSDAY, NOVEMBER 19, 2009 AT 3:30 PM**

DESCRIPTION	D.P.C. General Contractors 1860 NW 21 Terrace Miami, FL 33142	Berg Demolition, Inc. 10058 Spanish Isles Blvd. Ste. F5 Boca Raton, FL 33498	Palmwood Corp. Inc. 831 West 13th Ct. Riviera Beach, FL 33404	Devland Site, Inc. 1302 Wingfield Street Lake Worth, FL 33460
<b>DEMOLITION OF "OLD CITY HALL"</b>				
Required Asbestos removal, transport and disposal:	\$7,810.00	\$7,000.00	\$9,735.00	\$8,200.00
Demolition of three (3) buildings:	\$19,450.00	\$22,000.00	\$38,910.00	\$41,082.00
<b>Total Bid</b>	<b>\$27,260.00</b>	<b>\$29,000.00</b>	<b>\$48,645.00</b>	<b>\$49,282.00</b>
<b>DEMOLITION OF "C.R.B. DRY STORAGE FACILITY"</b>				
Demolition of Marina's Dry Storage Facility: (including storage racks)	\$9,949.00	\$20,000.00	\$58,000.00	\$82,500.00
Demolition of 20' x40' Attached Office Building:	\$3,249.00	\$4,550.00	\$5,200.00	\$2,600.00
Demolition of 30' x30' Detached Office Building:	\$3,249.00	\$3,900.00	\$5,850.00	\$2,700.00
<b>BID BOND:</b>				
<b>REQUIRED FORMS:</b>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>
<b>ADDENDUM I, II, III, IV, V, VI:</b>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>
<b>SCHEDULE I &amp; II:</b>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>	<u>YES</u> / <u>NO</u>
<b>% MWBE:</b>	0%	0%	100%	100%
<b>COMMENT:</b>				

# Check Out a Business or Charity

Business/Charity Name      Type of Business      Phone, URL, Email

Business/Charity Name:

 **What is a  
BBB Accredited  
Business?**  
[Learn More](#)

City:

State/Province:

Postal Code:

 Google

[Help](#)

Limit my results to BBB Accredited Businesses

Limit my results to only charities

## Search Results

Sort Results By

Business Name / Address	Type of Business	BBB Accreditation
<b>The BG Group</b> 3851 NW 65th St #200 Boca Raton, FL 33496 <a href="#">View Report</a>   <a href="#">File Complaint</a>	Demolition Contractors	No



BBB of Southeast Florida and the Caribbean  
 4411 Beacon Circle, Suite 4  
 West Palm Beach, FL 33407  
 Phone: (561) 842-1918  
 Fax: (561) 845-7234  
 www.bbbsoutheastflorida.org

## Company Report

### Company Profile

#### The BG Group

3851 NW 65th St #200  
 Boca Raton, FL 33496  
 Phone: (561) 000-0000  
<http://www.thebggroup.net>  
 Contact: Customer Support -  
 Business Start Date: 1/28/2003  
 Company ID: 28000200

### BBB Rating:

**A-**

### Nature of Business:

This company's nature of business is Demolition, Remediation, and Construction company.

### Accreditation

This company is not accredited by the Better Business Bureau. This fact does not disparage the company in any way.

### Licensing and Bonding Information

We know of no licensing or registration requirement for companies engaged in this company's stated type of business.

### BBB Comments and Analysis

We have no further comment about this company's business practices or analysis of its offer that may assist you in your consideration of this company.

### Complaint Closing Statistics

The following grid displays the number and responses to complaints over the last 36 months:

No. of Cmpl	Type of Response
0	Making a full refund, as the consumer requested
0	Making a partial refund
0	Agreeing to perform according to their contract
0	Refusing to make an adjustment
0	Refuse to adjust, relying on terms of agreement
0	Unanswered
0	Unassigned
<b>0</b>	<b>Total</b>

### Additional Addresses

There are no additional addresses.

### Complaint Experience

We have received no complaints against this company.

### Government Actions

We know of no government action taken against this company.

### Advertising Review

No questions about the truth of this company's advertising has come to our attention.

### Other Considerations

We know of no other matter or practice relating to this company that may assist you in your consideration of this company.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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No Events

No Name History

## Detail by Entity Name

### Florida Limited Liability Company

THE BG GROUP, LLC

### Filing Information

**Document Number** L03000003325

**FEI/EIN Number** 810593332

**Date Filed** 01/28/2003

**State** FL

**Status** ACTIVE

### Principal Address

1140 HOLLAND DRIVE  
SUITE 19  
BOCA RATON FL 33487

Changed 01/14/2009

### Mailing Address

1140 HOLLAND DRIVE  
SUITE 19  
BOCA RATON FL 33487

Changed 01/14/2009

### Registered Agent Name & Address

GREENBERG, STEVEN R  
1140 HOLLAND DRIVE  
SUITE 19  
BOCA RATON FL 33487 US

Address Changed: 01/14/2009

### Manager/Member Detail

#### Name & Address

Title MGR

GREENBERG, STEVEN R  
1140 HOLLAND DRIVE #19  
BOCA RATON FL 33487

Title MGR

GREENBERG, IVY F  
1140 HOLLAND DRIVE #19

BOCA RATON FL 33487

**Annual Reports**

**Report Year Filed Date**

2007	02/13/2007
2008	01/04/2008
2009	01/14/2009

**Document Images**

- |  |  |
|--|--|
| <a href="#">01/14/2009 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
| <a href="#">01/04/2008 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
| <a href="#">02/13/2007 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
| <a href="#">01/27/2006 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
| <a href="#">01/07/2005 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
| <a href="#">02/17/2004 -- ANNUAL REPORT</a>              | <a href="#">View image in PDF format</a> |
| <a href="#">01/28/2003 -- Florida Limited Liabilites</a> | <a href="#">View image in PDF format</a> |

**Note:** This is not official record. See documents if question or conflict.

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No Name History

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## Licensee Details

### Licensee Information

Name: **GREENBERG, STEVEN (Primary Name)**  
**THE BG GROUP LLC (DBA Name)**

Main Address: **1140 HOLLAND DRIVE SUITE 19**  
**BOCA RATON Florida 33487**

County: **PALM BEACH**

License Mailing:

LicenseLocation:

### License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1511135**

Status: **Current,Active**

Licensure Date: **04/27/2006**

Expires: **08/31/2010**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **04/27/2006**

[View Related License Information](#)

[View License Complaint](#)

| [Terms of Use](#) | | [Privacy Statement](#) |

**Print**

**Licensee**

Name:	<b>GREENBERG, STEVEN</b>	License Number:	<b>1511135</b>
Rank:	<b>Certified General Contractor</b>	License Expiration Date:	<b>08/31/2010</b>
Primary Status:	<b>Current</b>	Original License Date:	<b>04/27/2006</b>
Secondary Status:	<b>Active</b>		

**Related License Information**

<b>License Number</b>	<b>Status</b>	<b>Related Party</b>	<b>Relationship Type</b>	<b>Relation Effective Date</b>	<b>Rank</b>	<b>Expiration Date</b>
24967	Current	BG GROUP LLC	Primary Qualifying Agent for Business	04/27/2006	Construction Business Information	08/31/2011

10:48:02 AM 12/4/2009

**Complaint Details**

Displayed is a listing of public complaints regarding the person or entity selected. The only complaints that appear on this screen are public complaints against persons or entities that currently are licensed by the Department of Business and Professional Regulation. Such data includes complaints for which probable cause has been determined or where the subject of the complaint has waived his/her right to confidentiality. However, the department is precluded from disclosing any complaints which are confidential pursuant to Section 455.225(10), Florida Statutes. If you would like to file a new complaint it can be [filed here](#).

Complaints filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, the complaint forms and all information submitted to the Division are public records under the provisions of Chapter 119, Florida Statutes, Florida's Public Record Law. Accordingly, any person may inspect the case file and may obtain copies of any of the materials in the file. The Division does not represent your private interests. Any action taken by the Division will be on behalf of the State of Florida.

Complaints created by or filed with the Division of Alcoholic Beverages and Tobacco become public upon the completion of the investigation. However, only those complaints created or filed since August 21, 2002, are available through this site. To ascertain the existence of public complaints pertaining to violations of alcohol and tobacco laws prior to that date, please submit a public records request by contacting us via phone at 850.487.1395 or via mail at Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, 1940 North Monroe Street, Tallahassee, Florida 32399-1020.

Additional search mechanisms are available to ascertain the existence of any public records pertaining to the unlicensed activity of the person or entity about which you are inquiring.

[Search for Public Records Pertaining to Unlicensed Construction Contractor Complaints Here](#)

[Search for Public Records Pertaining to all other Unlicensed Complaints Here](#)

**Name:**

Number	Class	Incident Date	Status	Disposition	Disposition Date	Discipline	Discipline Date
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No Complaint Information found.

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STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CONSTRUCTION INDUSTRY LICENSING BOARD  
 SEQ# 200621397

DATE	BATCH NUMBER	LICENSE NBR
08/16/2009	040520034	OB24967

THE BUSINESS ORGANIZATION  
 Named below IS QUALIFIED  
 Under the provisions of Chapter 489, FS  
 Expiration date: AUG 31 2010

GREENBERG STEVEN  
 THE BG GROUP LLC  
 1140 HOLLAND DR  
 BOCA RATON



CHARLIE CRIST  
 GOVERNOR

CHARLES W. DRAGO  
 SECRETARY

DISPLAY AS REQUIRED BY LAW

2006-21397

STATE OF FLORIDA

0C-032

PALM BEACH COUNTY

CLASSIFICATION

LOCAL BUSINESS TAX RECEIPT

EXPIRES: SEPTEMBER - 30 - 2010

BG GROUP LLC  
GREENBERG STEVEN

LOCATED AT  
1140 HOLLAND DR  
BOCA RATON FL 33487

CNTY 27.50

TOTAL 27.50

This receipt is hereby valid for the above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

GENERAL CONTRACTOR

CGC1511135

THIS IS NOT A BILL - DO NOT PAY

PAID. PBC TAX COLLECTOR  
27.50 BTR 049 01775487 08/18/2009

ANNE M. GANNON  
TAX COLLECTOR, PALM BEACH COUNTY

THIS DOCUMENT IS VALID ONLY WHEN RECEIPTED  
BY TAX COLLECTOR

AC# 4408883  
 STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CONSTRUCTION INDUSTRY LICENSING BOARD  
 SEQ# 20051900566

DATE	BATCH NUMBER	LICENSE NBR
05/19/2009	088220325	OB24967

THE BUSINESS ORGANIZATION  
 Named below IS QUALIFIED  
 Under the provisions of Chapter 489, FS  
 Expiration date: AUG 31 2011  
 (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS  
 COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIED PERSON)

THE BG GROUP LLC  
 1140 HOLLAND DR #19  
 BOCA RATON FL 33487



CHARLIE CRIST  
 GOVERNOR

CHARLES W. DRAGO  
 SECRETARY

DISPLAY AS REQUIRED BY LAW



State of Florida  
*Minority Business Enterprise*  
Certification

The BG Group LLC

is certified as a Minority Business Enterprise under  
the provisions of Chapter 287, Florida Statutes for  
a one year period from:

January 15, 2009 to January 15, 2010

A stylized signature in black ink, likely belonging to the Executive Director mentioned in the text below.

Executive Director

Florida Department of Management Services  
Office of Supplier Diversity

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32309-0950 • 850.487.0915 • [www.osd.dms.state.fl.us](http://www.osd.dms.state.fl.us)

The School District of Palm Beach County, FL  
Office of Diversity In Business Practices

*Congratulations!*  
**SBE**  
*(Small Business Enterprise)*

**THE BG DROUP, LLC.**

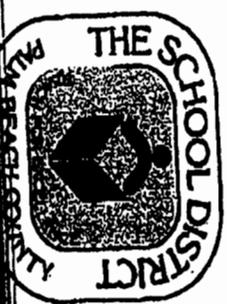
*This certificate is valid from*

**November 12, 2008—August 24, 2011**

*The following areas that your firm has been certified:*  
**General Construction Services—Construction Site Work—  
Construction Demolition Services**

Certification is not a guarantee that your firm will receive work. Our bid hotline and website are valuable sources of information. Any change to your certification requires you to submit proof of expertise, licensure and a business history (at minimum) to justify the additional certification. You are required to submit a copy of your certification letter with each bid, or proposal that you submit to the School District. You must notify this office if the status of your firm changes. Failure to report changes that affect the ownership and control of your firm may result in decertification.

**Patrick Chrysostome, Analyst**



**Dr. Otelia DuBose, Director**

# SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that  
**THE BG GROUP, LLC**

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

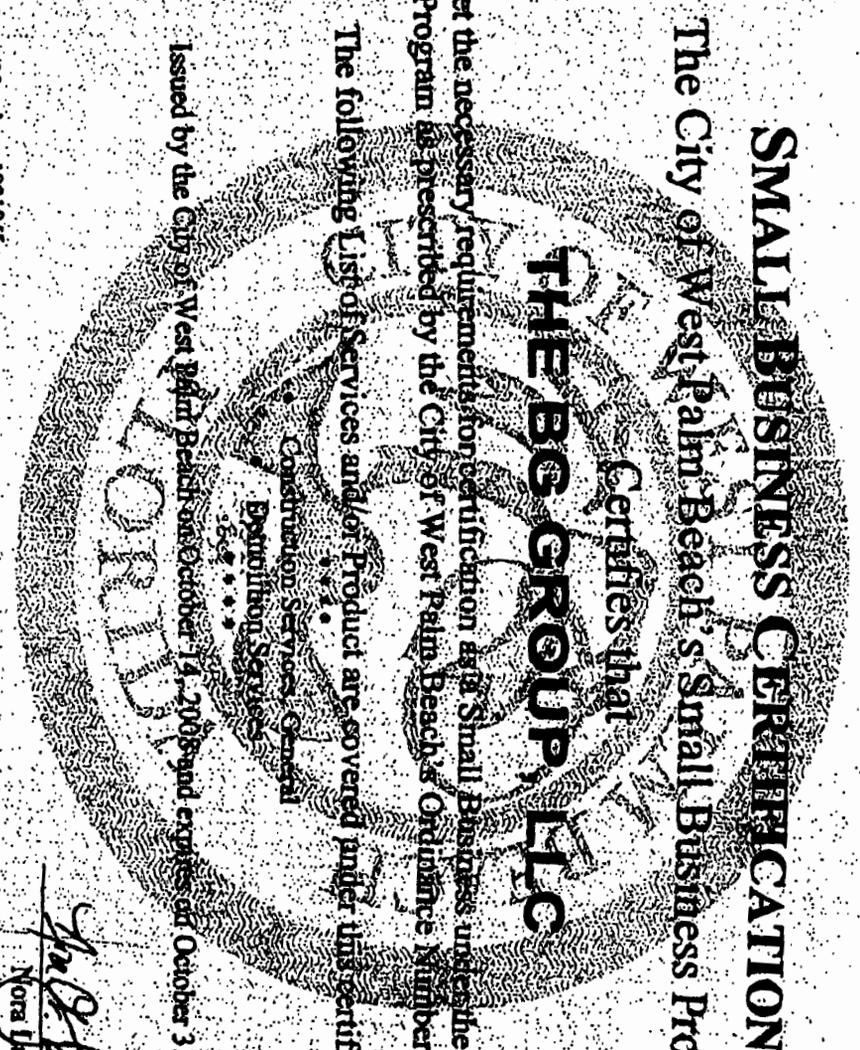
The following List of Services and/or Product are covered under this certification.

- Construction Services - General
- Expediting Services

Issued by the City of West Palm Beach on October 14, 2008 and expires on October 31, 2011

*Nora Lusbenmilk*  
 Nora Lusbenmilk  
 Procurement Official

Certificate Number: 1031045



**PALM BEACH COUNTY  
OFFICE OF SMALL BUSINESS ASSISTANCE**

CERTIFIES THAT

**THE BG GROUP, LLC.**

**VENDOR # BCGR0001**

*is a Small Business Enterprise as prescribed by section 2-80.21 - 2-80.35 of the Palm Beach County Code for a three year period from August 25, 2008 to August 24, 2011.*  
The following Services and/or Products are covered under this certification:

- General Construction Services
- Construction Site Work
- Construction Demolition Services

**Palm Beach County Board of County Commissioners**

**Addie L. Greene, Chairperson**

**Jeff Koos, Vice Chair**

**Karen T. Marcus**

**Robert J. Kamlien**

**Mary McCarty**

**Burt Amrosen**

**Jess R. Santarosa**

**County Administrator**

**Robert Wetman**

**Deputy County Administrator**

**Veronica C. Baker**



*Sheryl Oxendine*  
**Hazel Oxendine, Director**

**8-25-2008**



**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this \_\_\_\_\_ day of December, 2009 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and THE BG GROUP LLC [ ] an individual, [ ] a partnership, [ X ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 81-0593332.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to furnish all materials, labor, supervision, equipment, supplies, fees, permits and expertise for the demolition of three (3) single story buildings of approximately 7,080 s.f. including asbestos mitigation, removal, transport and disposal consistent with asbestos survey findings and all applicable local, state and federal regulations/requirements and the bid specifications as outline in Exhibit B and as more specifically set forth in the Invitation to Bid, to wit, **Bid No. 241-09**, hereinafter the "Bid", the Addenda, Specifications, General and Special Conditions all of which are incorporated herein by reference; and to the extent there exists a conflict between the bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of various documents.

The CITY'S representative/liason during the performance of this Contract shall be Benjamin Guy, Director of Purchasing, and telephone no. (561) 845-4180.

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within twenty (20) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
  
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
  
- C. Reports - Reports and other items shall be delivered or completed in accordance with the terms, conditions and specifications of the bid.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in the amount of \$23,850.00 in accordance with its Bid Cost Proposal as set forth in the CONTRACTOR'S response to Invitation for Bid No. 241-09 included herein as Exhibit "A" for the demolition of three (3) single story buildings. Payments will be made upon progress payment request, submitted on a form approved by the CITY.
- B. **Progress Invoices** - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. **Progress Payments** - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. **Payment of Expenses** - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. **Final Invoice** - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

**ARTICLE 5 - TERMINATION**

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

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

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

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

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

The CONTRACTOR shall be responsible for the performance of all subcontractors.

**ARTICLE 8 – M/WBE PARTICIPATION**

Minority/Women-Owned Business Enterprises (“M/WBE”) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

**ARTICLE 9 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE 10 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

**ARTICLE 11 - INSURANCE**

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

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

## **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable.

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

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

## **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

## **ARTICLE 14 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

## **ARTICLE 15-REMEDIES**

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

## **ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

## **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

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

### **ARTICLE 18 - INDEBTEDNESS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

**ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

**ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

**ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

#### **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mary McKinney, Community Development Director  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

The BG Group, LLC  
1140 Holland Drive, Ste. 19  
Boca Raton, FL 33487

### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

### **ARTICLE 31 – INSPECTION OF WORK**

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

### **ARTICLE 32 – PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

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

**ARTICLE 33 – TIME**

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

**ARTICLE 34 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 35 - WAIVER**

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

**ARTICLE 36 - PREPARATION**

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

**ARTICLE 37 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

**ARTICLE 38 - REPRESENTATIONS/BINDING AUTHORITY**

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Ivy Greenberg hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

**ARTICLE 39 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 40 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of Responsibilities of Contractors, General Conditions, Special Conditions and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 241-09. To the extent that there exists a conflict between this Contract and the Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 41 - LEGAL EFFECT**

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

**ARTICLE 42 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**ARTICLE 43 – SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 44 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
  
- b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

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

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

**ARTICLE 45 - WAIVER OF SUBROGATION**

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 46 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

**SIGNATURES ON THE FOLLOWING PAGE**

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

CITY OF RIVIERA BEACH

CONTRACTOR

BY: \_\_\_\_\_  
THOMAS A. MASTERS,  
MAYOR

BY: \_\_\_\_\_  
IVY GREENBERG  
MANAGER OF THE BG GROUP, LLC

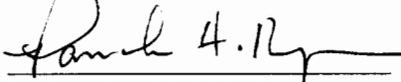
ATTEST:

BY: \_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 12/9/09

**BID COST PROPOSAL SHEET**  
(To Be Completed By the Bidder)

**INVITATION FOR BID (IFB) # 241-09**

**Demolition of "Old City Hall"**

**Contractor shall be responsible for Asbestos removal consistent with findings of survey report and according to all applicable local, state and federal regulations.**

The scope of work consist of furnishing all material, labor supervision, equipment, supplies, fees, permits and expertise for the demolition and related asbestos removal for the City's "Old City Hall". Successful bidder shall be responsible for appropriate asbestos removal and demolition for a one-story masonry block building and two small adjacent buildings measuring approximately 4,700 sf<sup>2</sup>, 1,400 ft<sup>2</sup> and 980 ft<sup>2</sup> respectively.

Required Asbestos removal, transport and disposal

\$ 8,850<sup>00</sup>

Demolition of three (3) buildings

\$ 15,000<sup>00</sup>

**Total Bid**

\$ 23,850<sup>00</sup>

**Contractor shall also be responsible for securing and making payment for all permits, licenses, charges and fees and shall give notices necessary and incidental to the lawful persecution of the work. The cost of all permits, fees, etc. shall be included in the price of the bid.**

**SPECIAL CONDITIONS – ASBESTOS REMOVAL, TRANSPORT & DISPOSAL****I. PROCEDURES FOR DEMOLITION OF STRUCTURES  
SECTION 1 OF 3: ASBESTOS NOTIFICATION**

Federal and state asbestos regulations require, prior to demolition of any structure:

- 1) An inspection for asbestos-containing materials (ACM)
- 2) Removal of specified ACM
- 3) An asbestos notification of demolition received at least ten (10) business days prior to demolition

To meet requirements #1 and #2 above, the City has surveyed the structure(s) in this bid/work order for the presence of Friable and Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Contractor and the survey report must be used by the contractor to ensure all applicable state and Federal regulations regarding the removal, transport and disposal of asbestos containing materials are appropriately executed. The Report of this work is attached to this bid/work order. If not attached, it is the Contractor's responsibility to contact the City department overseeing this bid/work order, or the City's Engineer to obtain:

- 1) A copy of the pre-demolition asbestos inspection report
- 2) A copy of City Engineer memo of approval to proceed to next phase addressed to the City department overseeing this project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Asbestos Removal Project" (i.e. NESHAP notification, 40 CFR Part 61.145(b) (see attached Sample)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. - The 4-copy forms are available from the Department of Environmental Protection and Loss Control.

**SEND ORIGINAL TO:**

Environmental Specialist  
FL Dept. of Environmental Protection  
400 N. Congress Avenue  
West Palm Beach, FL 33401

**SEND COPY TO:**

City of Riviera Beach  
Attn: City Engineer  
Office of Community Development  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
FAX: (561) 845-4060

The Contractor must notify the City Engineer immediately if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification and no demolition may occur without a notice to proceed from the City department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP time-frame.

**II. SECTION 2 OF 3: WORK PRACTICES**

**Compliance with the following regulations is the demolition contractor's responsibility:**

- 1. Environmental Protection Agency (EPA) NESHAPS 40 CFR Parts 61 Subpart N — National Emission standard for Asbestos, revised July 1991**
- 2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101**
- 3. EPA Guide to Normal Demolition Practices Under the Asbestos NESHXP, September 1992**
- 4. Asbestos NESHAPS Adequately Wet Guidance, December 1990**
- 5. OSHA Standard Interpretation dated August 13, 1999, Requirements for demolition operations involving materials containing 1% asbestos**

**III. SECTION 3 OF 3: COMPETENT PERSON**

**The Contractor must have competent person on site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.**

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this \_\_\_\_\_ day of December, 2009 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and THE BG GROUP LLC [ ] an individual, [ ] a partnership, [ X ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 81-0593332.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to furnish all materials, labor, supervision, equipment, supplies, fees, permits and expertise for the demolition of three (3) single story buildings of approximately 7,080 s.f. including asbestos mitigation, removal, transport and disposal consistent with asbestos survey findings and all applicable local, state and federal regulations/requirements and the bid specifications as outline in Exhibit B and as more specifically set forth in the Invitation to Bid, to wit, **Bid No. 241-09**, hereinafter the "Bid", the Addenda, Specifications, General and Special Conditions all of which are incorporated herein by reference; and to the extent there exists a conflict between the bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of various documents.

The CITY'S representative/liaison during the performance of this Contract shall be Benjamin Guy, Director of Purchasing, and telephone no. (561) 845-4180.

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within twenty (20) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the terms, conditions and specifications of the bid.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. Generally - The CITY agrees to compensate the CONTRACTOR in the amount of \$23,850.00 in accordance with its Bid Cost Proposal as set forth in the CONTRACTOR'S response to Invitation for Bid No. 241-09 included herein as Exhibit "A" for the demolition of three (3) single story buildings. Payments will be made upon progress payment request, submitted on a form approved by the CITY.
- B. Progress Invoices - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

**ARTICLE 5 - TERMINATION**

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

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

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

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

**ARTICLE 7 - SUBCONTRACTING**

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

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

The CONTRACTOR shall be responsible for the performance of all subcontractors.

**ARTICLE 8 – M/WBE PARTICIPATION**

Minority/Women-Owned Business Enterprises (“M/WBE”) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

**ARTICLE 9 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**ARTICLE 10 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

**ARTICLE 11 - INSURANCE**

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

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

**ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable.

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

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

**ARTICLE 14 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

## **ARTICLE 15-REMEDIES**

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

## **ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

## **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

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

**ARTICLE 18 - INDEBTEDNESS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

**ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

**ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

**ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

#### **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mary McKinney, Community Development Director  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

The BG Group, LLC  
1140 Holland Drive, Ste. 19  
Boca Raton, FL 33487

### **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

### **ARTICLE 31 – INSPECTION OF WORK**

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

### **ARTICLE 32 – PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

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

### **ARTICLE 33 – TIME**

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

### **ARTICLE 34 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

### **ARTICLE 35 - WAIVER**

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

### **ARTICLE 36 - PREPARATION**

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

### **ARTICLE 37 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

### **ARTICLE 38 - REPRESENTATIONS/BINDING AUTHORITY**

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Ivy Greenberg hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

**ARTICLE 39 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 40 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of Responsibilities of Contractors, General Conditions, Special Conditions and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 241-09. To the extent that there exists a conflict between this Contract and the Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 41 - LEGAL EFFECT**

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

**ARTICLE 42 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**ARTICLE 43 – SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 44 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
  
- b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

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

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

**ARTICLE 45 - WAIVER OF SUBROGATION**

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 46 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

**SIGNATURES ON THE FOLLOWING PAGE**

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

CITY OF RIVIERA BEACH

CONTRACTOR

BY: \_\_\_\_\_  
THOMAS A. MASTERS,  
MAYOR

BY: \_\_\_\_\_  
IVY GREENBERG  
MANAGER OF THE BG GROUP, LLC

ATTEST:

BY: \_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 12/9/09

**BID COST PROPOSAL SHEET**  
(To Be Completed By the Bidder)

**INVITATION FOR BID (IFB) # 241-09**

**Demolition of "Old City Hall"**

**Contractor shall be responsible for Asbestos removal consistent with findings of survey report and according to all applicable local, state and federal regulations.**

The scope of work consist of furnishing all material, labor supervision, equipment, supplies, fees, permits and expertise for the demolition and related asbestos removal for the City's "Old City Hall". Successful bidder shall be responsible for appropriate asbestos removal and demolition for a one-story masonry block building and two small adjacent buildings measuring approximately 4,700 sf<sup>2</sup>, 1,400 ft<sup>2</sup> and 980 ft<sup>2</sup> respectively.

Required Asbestos removal, transport and disposal

\$ 8,850<sup>00</sup>

Demolition of three (3) buildings

\$ 15,000<sup>00</sup>

**Total Bid**

\$ 23,850<sup>00</sup>

**Contractor shall also be responsible for securing and making payment for all permits, licenses, charges and fees and shall give notices necessary and incidental to the lawful persecution of the work. The cost of all permits, fees, etc. shall be included in the price of the bid.**

**SPECIAL CONDITIONS – ASBESTOS REMOVAL, TRANSPORT & DISPOSAL****I. PROCEDURES FOR DEMOLITION OF STRUCTURES  
SECTION 1 OF 3: ASBESTOS NOTIFICATION**

Federal and state asbestos regulations require, prior to demolition of any structure:

- 1) An inspection for asbestos-containing materials (ACM)
- 2) Removal of specified ACM
- 3) An asbestos notification of demolition received at least ten (10) business days prior to demolition

To meet requirements #1 and #2 above, the City has surveyed the structure(s) in this bid/work order for the presence of Friable and Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Contractor and the survey report must be used by the contractor to ensure all applicable state and Federal regulations regarding the removal, transport and disposal of asbestos containing materials are appropriately executed. The Report of this work is attached to this bid/work order. If not attached, it is the Contractor's responsibility to contact the City department overseeing this bid/work order, or the City's Engineer to obtain:

- 1) A copy of the pre-demolition asbestos inspection report
- 2) A copy of City Engineer memo of approval to proceed to next phase addressed to the City department overseeing this project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Asbestos Removal Project" (i.e. NESHAP notification, 40 CFR Part 61.145(b) (see attached Sample)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. - The 4-copy forms are available from the Department of Environmental Protection and Loss Control.

**SEND ORIGINAL TO:**

Environmental Specialist  
FL Dept. of Environmental Protection  
400 N. Congress Avenue  
West Palm Beach, FL 33401

**SEND COPY TO:**

City of Riviera Beach  
Attn: City Engineer  
Office of Community Development  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
FAX: (561) 845-4060

The Contractor must notify the City Engineer immediately if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification and no demolition may occur without a notice to proceed from the City department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP time-frame.

**II. SECTION 2 OF 3: WORK PRACTICES**

**Compliance with the following regulations is the demolition contractor's responsibility:**

- 1. Environmental Protection Agency (EPA) NESHAPS 40 CFR Parts 61 Subpart N — National Emission standard for Asbestos, revised July 1991**
- 2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101**
- 3. EPA Guide to Normal Demolition Practices Under the Asbestos NESHXP, September 1992**
- 4. Asbestos NESHAPS Adequately Wet Guidance, December 1990**
- 5. OSHA Standard Interpretation dated August 13, 1999, Requirements for demolition operations involving materials containing 1% asbestos**

**III. SECTION 3 OF 3: COMPETENT PERSON**

**The Contractor must have competent person on site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.**