

RESOLUTION NO. 143-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PITTMAN LAW GROUP P.L. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH AT A RATE OF \$6,666.00 PER MONTH FOR THE PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2016; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Pittman Law Group P.L. has duly qualified experts in the field of grant programs and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government; and

**WHEREAS**, effective December 15, 2010, the City Council approved an Agreement with Pittman Law Group P.L. to provide lobbyist representation at the state level on behalf of the City of Riviera Beach; and

**WHEREAS**, the Agreement was subsequently renewed in December 2012, with an expiration of date of December 31, 2014; and,

**WHEREAS**, the City desires to continue its relationship with the Pittman Law Group, P.L., by extending the current Agreement for another year.

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

**SECTION 1.** That the City Council approves the First Amendment to the Agreement with the Pittman Law Group, P.L.

**SECTION 2.** That the Mayor and City Clerk are authorized to execute the First Amendment.

**SECTION 3.** That the Director of Finance and Administrative Services is authorized to make payment from the Professional Services Account Number 001-0203-519-0-3106.

**RESOLUTION NO. 143-14**  
**PAGE 2**

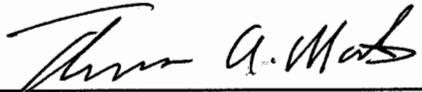
**SECTION 4.** That this resolution shall become effective immediately upon its passage by City Council.

**PASSED and APPROVED this 17<sup>TH</sup> day of DECEMBER, 2014.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

RESOLUTION NO. 143-14  
PAGE 3

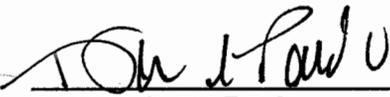
APPROVED:

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

ABSENT  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

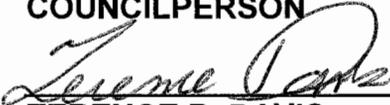
ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

J. DAVIS ABSENT

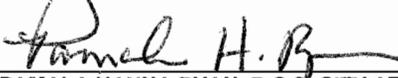
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, B.C.S. CITY ATTORNEY

DATE: 1/8/15

**FIRST AMENDMENT TO THE AGREEMENT  
FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY OF RIVIERA BEACH AND PITTMAN LAW GROUP, P.L.**

This First Amendment to the Professional Services Agreement is made and entered into this 17th day of December, 2014, by and between the City Riviera Beach, Florida, a municipal corporation existing under the laws of the State of Florida, hereinafter "City," and the Pittman Law Group, P.L., a Florida corporation, also referred to as "Contractor."

**WITNESSED:**

**WHEREAS**, effective December 15, 2010, the City Council approved an Agreement with Pittman Law Group P.L. to provide lobbyist representation at the state level on behalf of the City of Riviera Beach; and

**WHEREAS**, the Agreement was subsequently renewed in December 2012, with an expiration of date of December 31, 2014; and,

**WHEREAS**, the City desires to continue its relationship with the Pittman Law Group, P.L., by extending the current Agreement for another year.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and the Pittman Law Group, P.L., agree as follows:

**Section 1.** That Part I-Specific Provisions, section B of the Agreement is hereby amended to read as follows:

CONTRACTOR'S compensation for services for services provided hereunder shall be \$6,666 per month for a total of \$80,000 for 12 month's retainer. The monthly retainer invoice shall be paid within thirty (30) days of its receipt by the City. All travel or other business related expenses will be incurred and reimbursed only following the approval by the City Manager.

**Section 2.** That Part II-General Provisions, section E of the Agreement is hereby amended to read as follows:

A. This Agreement shall become effective on January 1, 2015, and shall terminate on December 31, 2016 or upon 30 days' notice by either party with or without cause.

**Section 3.** In all other respects, the terms of the Agreement shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

**FIRST AMENDMENT TO AGREEMENT**

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

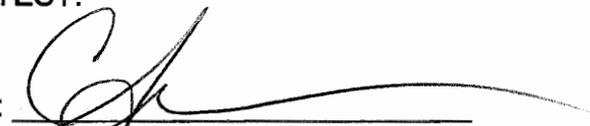
**CITY OF RIVIERA BEACH**

**PITTMAN LAW GROUP, P.L.**

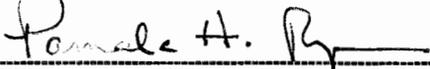
BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
SEAN PITTMAN, ESQUIRE

ATTEST:

BY:   
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY

DATE: 11/7/15

RESOLUTION NO. 144-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO EXECUTE AN ADDENDUM MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. TO FINANCE THE PURCHASE OF SIXTEEN (16) POLICE VEHICLES AND TWO (2) CODE ENFORCEMENT VEHICLES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AND AUTHORIZING THREE (3) ANNUAL PAYMENTS IN THE AMOUNT \$209,792.42; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, The Riviera Beach Police Department has sixteen Police Vehicles and two Code Enforcement Vehicles identified in the City's Vehicle Replacement Plan, in need of replacement due to age and/or condition; and

**WHEREAS**, Staff has negotiated an Addendum Master Tax-Exempt Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc.; and

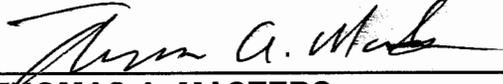
**WHEREAS**, The Addendum Master Tax-Exempt Lease/Purchase Agreement is based on the Florida Sheriff's Association Annual Vehicle Bid pricing.

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

**SECTION 1:** The City Council approves the Addendum Master Tax-Exempt Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc.

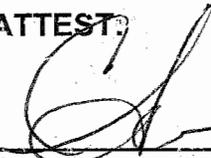
**SECTION 2:** The Mayor and City Clerk are authorized to execute the Agreement.

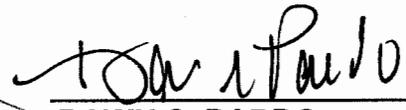
APPROVED:

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

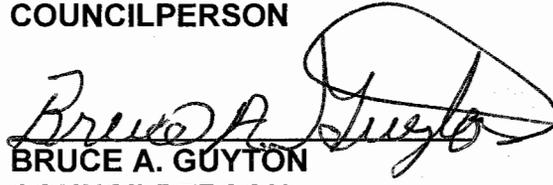
ABSENT  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

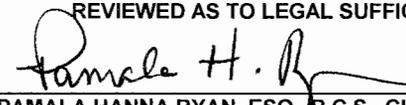
J. DAVIS ABSENT

D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: 12/17/14

RESOLUTION NO. 145-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE COMMUNITY GRANT AWARD OF \$1,000.00 FROM TARGET, INC. TO BE USED TO EQUIP A "COMMUNITY INVOLVEMENT TRUCK" FOR THE RIVIERA BEACH POLICE DEPARTMENT'S GREAT RESISTANCE EDUCATION AND TRAINING (GREAT) PROGRAM; AUTHORIZE THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The Police Department, as part of its ongoing endeavors to serve the residents of the City of Riviera Beach, recognizes the need for Crime Prevention and Education Programs; and

**WHEREAS**, The Police Chief seeks to implement and support Law Enforcement efforts designed to prevent crime and disrupt potential criminal activity and provide positive interaction between Public Safety personnel and civilians, especially young people; and

**WHEREAS**, The Riviera Beach Police Department, has applied for and has received a Community Grant Award from Target, Inc. in the amount of \$1,000.00; and

**WHEREAS**, The Riviera Beach Police Department would like to utilize this \$1,000.00 Grant Award to fund a "Community Involvement Truck" to be used in conjunction with the GREAT Program and other special events for the benefit of our youngest citizens.

RESOLUTION NO. 145-14  
PAGE 2

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

**SECTION 1:** The staff is authorized to accept the \$1,000.00 Community Grant Award from Target, Inc. for a "Community Involvement Truck" in support of the "GREAT" Program.

**SECTION 2:** The Director of Finance and Administrative Services is authorized to set up a budget for this program.

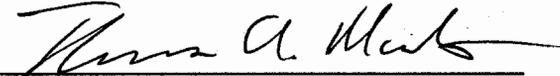
**SECTION 4:** This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this 17th day of DECEMBER, 2014.

REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK

RESOLUTION NO. 145-14  
PAGE 3

APPROVED:

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

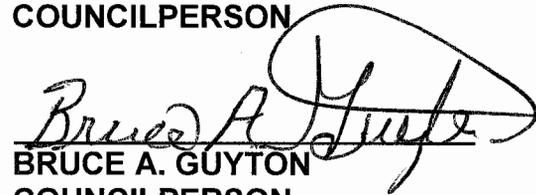
ABSENT  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

J. DAVIS ABSENT

D. PARDO AYE

T. DAVIS AYE

B. GUYTON AYE

C. THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, ESQ., B.C.S., CITY ATTORNEY

DATE: 12/17/14

RESOLUTION NO. 146-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF TEN (10) TASER ELECTRONIC CONTROL DEVICES AND ACCESSORIES FOR THE CITY'S POLICE DEPARTMENT FROM TASER INTERNATIONAL; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY \$18,989 TO TASER INTERNATIONAL FROM THE LAW ENFORCEMENT TRUST FUND, ACCOUNT NUMBER 150-0822-521-0-5250; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City's Police Department issues a TASER electronic control device as standard equipment for police officers; and

**WHEREAS**, the Police Department seeks to purchase ten (10) TASERs for new, incoming officers; and

**WHEREAS**, TASER International is the sole source manufacturer of the TASER X2; and

**WHEREAS**, the request is consistent with the provisions of Florida State Statute §932.7055.

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

**SECTION 1:** The City Council approves the purchase of ten (10) TASER electronic control devices to be used by the City's police department.

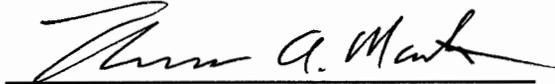
**SECTION 2:** The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund for these expenditures as follows:

150-0817-521-0-5250 Oper Small Equipment \$18,989

**SECTION 3:** This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 17th day of DECEMBER, 2014.

APPROVED:

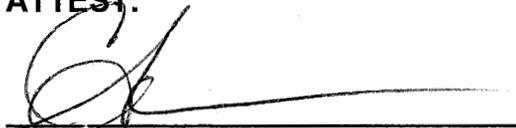


THOMAS A. MASTERS  
MAYOR

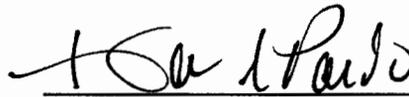
ABSENT

JUDY L. DAVIS  
CHAIRPERSON

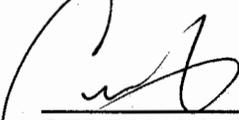
ATTEST:



CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK



DAWN S. PARDO  
CHAIR PRO TEM



CEDRICK A. THOMAS  
COUNCILPERSON



BRUCE A. GUYTON  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

J. DAVIS ABSENT

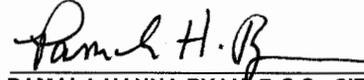
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S. CITY ATTORNEY

DATE: 12/17/14

RESOLUTION NO. 147-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE SELECTION COMMITTEE AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTINUING SERVICES CONTRACT TO PROVIDE PROFESSIONAL SURVEYING AND CONSULTING SERVICES WITH THE TOP THREE RANKED FIRMS OF WANTMAN GROUP OF WEST PALM BEACH, FLORIDA, ENGENUITY GROUP OF WEST PALM BEACH, FLORIDA, AND KEITH AND SCHNARS, P.A. OF FORT LAUDERDALE, FLORIDA, FOR AN INITIAL THREE (3) YEAR PERIOD; PROVIDING FOR TWO (2) ADDITIONAL TWELVE (12) MONTH RENEWAL OPTIONS BASED UPON THE MUTUAL CONSENT OF THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City often requires the services of professional surveying firms to provide topographic survey, plat creation, plat review, and consulting services for a multitude of projects within the City; and

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (4010), staff solicited Request for Qualifications for various professional surveying consulting services; and

**WHEREAS**, the selection committee ranked the seven (7) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.055) namely: Wantman Group, Engenuity Group, Keith & Schnars, P.A., Betsy Lindsay, GCY Inc., Calvin Giordano, and A&B Engineering; and

**WHEREAS**, Wantman Group of West Palm Beach, Florida, Engenuity Group of West Palm Beach, Florida, and Keith and Schnars, P.A. of Fort Lauderdale, Florida was selected as the number one, two and three ranked firms to provide the services identified in the City's Request for Qualifications;

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

**SECTION 1:** The contracts between the City of Riviera Beach and Wantman Group of West Palm Beach, Florida; Engenuity Group of West Palm Beach, Florida; and Keith and Schnars, P.A. of Fort Lauderdale, Florida are approved.

**SECTION 2:** That the City Council authorizes the Mayor and City Clerk to execute the contracts with Wantman Group, Engenuity Group and Keith and

**RESOLUTION NO. 147-14**  
**PAGE 2**

Schnars, P.A. to provide Surveying Consulting Services for the City of Riviera Beach.

**SECTION 3:** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED** this 17th day of DECEMBER, 2014.

**APPROVED:**

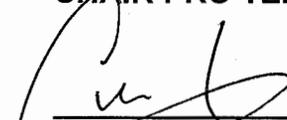
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

**ABSENT**  
\_\_\_\_\_  
**JUDY L. DAVIS**  
**CHAIRPERSON**

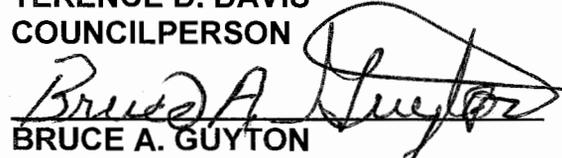
**ATTEST:**

  
\_\_\_\_\_  
**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
**INTERIM CITY CLERK**

  
\_\_\_\_\_  
**DAWN S. PARDO**  
**CHAIR PRO TEM**

  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
**COUNCILPERSON**

  
\_\_\_\_\_  
**TERENCE D. DAVIS**  
**COUNCILPERSON**

  
\_\_\_\_\_  
**BRUCE A. GUYTON**  
**COUNCILPERSON**

**MOTIONED BY:** C. THOMAS

**SECONDED BY:** B. GUYTON

**J. DAVIS** ABSENT

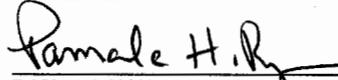
**D. PARDO** AYE

**C. THOMAS** AYE

**T. DAVIS** AYE

**B. GUYTON** AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
**PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY**

DATE: 12/17/14

**CONTRACT BETWEEN  
THE CITY OF RIVIERA BEACH UTILITY SPECIAL CITY  
AND  
WANTMAN GROUP, INC.  
FOR  
CONTINUING PROFESSIONAL SURVEY SERVICES**

**THIS CONTINUING CONTRACT** is entered into this 17<sup>th</sup> day of December, 2014 between the City of Riviera Beach, Florida (hereinafter referred to as ("CITY")) and **Wantman Group, Inc.**, a Florida Corporation whose office is in West Palm Beach, Florida and whose Federal Identification number is 65-0271367 (hereinafter referred to as ("SURVEYOR")).

**WHEREAS**, it has been determined that it is advisable, and desirable to employ a qualified surveying firm having special and broad experience in the desired fields for the purpose of providing continuing professional surveying consulting services for Topographic Surveying, Plat/Easement Creation, and Plat Review on behalf of the City. Creation and review of Survey instruments shall be in accordance with Florida Statute 472 and Florida Administrative Code 177; and

**WHEREAS**, the CITY solicited proposals from firms who are consultants in the area of providing survey services; and

**WHEREAS**, the CITY, in accordance with the Consultant's Competitive Negotiation Act, has selected the SURVEYOR as one of the most qualified firms to provide service to the CITY; and

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto mutually understand and agree as follows:

**ARTICLE 1 – BASIC SERVICES OF SURVEYOR**

The SURVEYOR will be providing professional survey services to assist in the implementation of the City's Capital Plan which defines the short and long-range planning needs, operational and maintenance issues. Some of the services are more specifically set forth in Riviera Beach RFQ 453-14 "Survey Consulting Services".

**ARTICLE 2 – CITY RESPONSIBILITIES**

**CITY SHALL:**

- A. Provide complete and detailed information as to its requirements for each Project.
- B. Assist SURVEYOR by placing at the SURVEYOR's disposal all available information pertinent to each Project including previous reports and any other data relative to design and construction of the Project.

- C. Furnish to SURVEYOR, as required by for the performance of the Contract, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, and other special data or consultations not covered in Article 2-A; all of which SURVEYOR, may rely upon to performing his services.
- D. Make all provisions for SURVEYOR to enter upon public and private property as required for SURVEYOR to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by SURVEYOR, obtain advice of an attorney, insurance counselor and other SURVEYORs as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SURVEYOR.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for SURVEYOR's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. The Director of Public Works of Riviera Beach or designee shall act as the CITY's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decision with respect to materials, equipment, elements and systems pertinent to SURVEYORS services.
- H. Furnish or direct SURVEYOR, to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.
- I. Bear all costs incidental to compliance with the requirements of this Section.

### **ARTICLE 3 – PERIOD OF SERVICE**

It is mutually agreed by CITY and SURVEYOR that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the CITY, the City Manager shall have authority to renew the Contract for up to two (2) additional twelve (12) month periods.

### **ARTICLE 4 – PAYMENTS TO SURVEYOR**

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

- A. Generally – In consideration of the performance of services by SURVEYOR, the covenants, representations and warranties of SURVEYOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the SURVEYOR at the hourly rates set forth in "City of Riviera Beach Keith and Schnars P.A. Rates 2015" detailed in Exhibit "B", attached hereto and made part hereof. The CITY shall not reimburse the

any costs incurred as a direct result of the SURVEYOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.

- B. Invoices by the SURVEYOR, pursuant to this Contract, will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract and then each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. Final Invoice – In order for both parties herein to close their books and records, SURVEYOR will clearly state "final invoice" on the SURVEYOR's final/last billing to the CITY for each work order authorized under this Contract. This certifies that all Services have been properly performed and all charges have been invoiced to the CITY for the authorized work order. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the SURVEYOR and the CITY shall have no obligations for any other costs or expenses thereafter.
- D. If the CITY fails to make any payment due the SURVEYOR for services and expenses under this Contract within forty-five (45) days after the SURVEYOR's transmittal of its invoice to the CITY, the SURVEYOR may, after giving notice to the CITY, suspend services under this Contract in question until it has been paid in full all amounts due.
- E. If the CITY disputes any invoice or part of an invoice, CITY shall notify SURVEYOR of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to SURVEYOR in accordance with the terms and conditions of this Contract.

#### **ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the SURVEYOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and not higher than those charged to the SURVEYOR'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's determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside SURVEYORs. The CITY shall exercise its right under this Article within three (3) years following final payment.

#### **ARTICLE 6 – TERMINATION**

This Contract may be cancelled by the SURVEYOR upon thirty (30) days prior written notices to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the SURVEYOR. Unless the SURVEYOR is in breach of this Contract, the SURVEYOR shall be paid for services rendered to the CITY's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the SURVEYOR shall:

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

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

#### **ARTICLE 7 – PERSONNEL**

The SURVEYOR 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. The CITY shall comply with all necessary federal, state and local laws, ordinances and regulations pertaining to the employment of its personnel.

SURVEYOR shall perform background checks and pre-employment screenings, as well as random drug testing of personnel at its own expense. SURVEYOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the SURVEYOR 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 SURVEYOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's representative before said changes or substitution can become effective; such approval shall not be unreasonably withheld.

The SURVEYOR warrants that all services shall be performed by skilled and competent personnel to the professional industry standard of care in the field for which SURVEYOR is providing services to the CITY. The SURVEYOR agrees that it is fully responsible to the CITY for the acts and commissions of sub-consultants and of persons either directly or indirectly employed by the SURVEYOR. Nothing contained herein shall create any Contractual relationship between any subcontractor and the CITY.

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

#### **ARTICLE 8 – SUBCONTRACTING**

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities after providing written notice to the SURVEYOR, and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The SURVEYOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed sub-consultant may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

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

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

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

#### **ARTICLE -9- DELIBERATELY LEFT BLANK**

#### **ARTICLE- 10 – FEDERAL AND STATE TAX**

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

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

#### **ARTICLE -11- INSURANCE**

- A. Prior to execution of this Contract by the CITY, the SURVEYOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the SURVEYOR 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 SURVEYOR of its liability and obligations under this Contract.
- B. The SURVEYOR shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of \$1, 000,000.00 Contractual liability per claim/annual aggregate.
- C. The SURVEYOR 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 SURVEYOR 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 SURVEYOR or by anyone directly or indirectly employed by or contracting with the SURVEYOR.
- D. The SURVEYOR 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 SURVEYOR from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the Ownership, use,

or maintenance of non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the SURVEYOR or by anyone, directly or indirectly, employed by the SURVEYOR.

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 SURVEYOR shall specifically include the CITY as an "Additional Insured."

#### **ARTICLE 12 – INDEMNIFICATION**

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

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

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

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 SURVEYOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the SURVEYOR 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 SURVEYOR.

#### **ARTICLE 14 - DISPUTE RESOLUTION AND VENUE**

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

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

#### **ARTICLE 15 – REMEDIES**

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

#### **ARTICLE 16 – CONFLICT OF INTEREST**

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

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

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

The SURVEYOR 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 SURVEYOR or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the SURVEYOR's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the SURVEYOR's failure to perform was without its or its sub-consultants fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

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

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

### **ARTICLE 18 – INDEBTEDNESS**

The SURVEYOR 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 forms of indebtedness. The SURVEYOR 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 SURVEYOR 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 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 SURVEYOR 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 bases, 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 SURVEYOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

### **ARTICLE 20 – PUBLIC RECORDS**

The SURVEYOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the SURVEYOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record and disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

#### **ARTICLE 21 – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **ARTICLE 22 – CONTINGENT FEES**

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

#### **ARTICLE 23 – ACCESS AND AUDITS**

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

#### **ARTICLE 24 – NONDISCRIMINATION**

The SURVEYOR 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, SURVEYOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

#### **ARTICLE 25 – ENFORCEMENT COSTS**

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

**ARTICLE 26 – AUTHORITY TO PRACTICE**

The SURVEYOR 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 SURVEYOR 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 27 - SEVERABILITY**

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

**ARTICLE 28 – PUBLIC ENTITY CRIMES**

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

**ARTICLE 29 – MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SURVEYOR of the CITY's notification of a contemplated change, the SURVEYOR 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 to the completion date, and (3) advise the CITY if the contemplated change shall affect the SURVEYOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the SURVEYOR shall suspend work on that portion of the Scope of Work affected by the 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 SURVEYOR shall not commence work on any such change until such written amendment is signed by the SURVEYOR and approved and executed by the CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 30 - NOTICE**

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

**CITY OF RIVIERA BEACH PUBLIC WORKS DEPARTMENT  
c/o BRYNT JOHNSON, DIRECTOR OF PUBLIC WORKS  
2391 AVENUE L  
RIVIERA BEACH, FL 33404**

and if sent to the SURVEYOR shall be mailed to:

**WANTMAN GROUP, INC.  
c/o ROBIN B. PETZOLD, SR. VICE PRESIDENT  
2035 VISTA PARKWAY  
WEST PALM BEACH, FLORIDA 33411**

**ARTICLE 31 – ENTIRETY OF CONTRACT**

The CITY and the SURVEYOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

**ARTICLE 32 – WAIVER**

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

**ARTICLE 33 – PREPARATION**

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

**ARTICLE 34 – MATERIALITY**

All provisions of the Contract shall be deemed material, in the event SURVEYOR 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 35- REPRESENTATION/BINDING AUTHORITY**

SURVEYOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Mark Drummond, P.E., BCEE, President, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all

documents necessary to effectuate and implement the terms of the Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

#### **ARTICLE 36 – EXHIBITS**

Each exhibit referred to in this Contract forms as essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. “Exhibit A” is hereby attached and describes some of the Scope of Work.

#### **ARTICLE 37 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of the Contract, Exhibit “A,” Exhibit “B” and RFP No. 453-14. The SURVEYOR agrees to be bound by all the terms and conditions as set forth in this Contract and RFP No. 404-13. To the extent there exists a conflict between this Contract and RFP No.453-14, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 38 – LEGAL EFFECT**

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

#### **ARTICLE 39 – NOTICE OF COMPLAINTS OR SUITS**

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

#### **ARTICLE 40 – SURVIVABILITY**

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

#### **ARTICLE 41 – DEFAULT**

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

- A. The filing of a lien by any sub-consultant including but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the 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 SURVEYOR;
- B. The filing of any judgment lien against the assets of the SURVEYOR 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 SURVEYOR; or

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

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

#### **ARTICLE 42 – WAIVER OF SUBROGATION**

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

#### **ARTICLE 43 – RIGHT TO REVIEW**

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

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

CONTINUING CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY: CITY OF RIVIERA BEACH

SURVEYOR: WANTMAN GROUP, INC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
ROBIN B. PETZOLD, PSM  
SR. VICE PRESIDENT

ATTEST:

BY:   
CARRIE E. WARD, MMC,  
CITY CLERK INTERIM

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
BRYNT JOHNSON  
PUBLIC WORKS DIRECTOR

DATE: 12/16/2014

EXHIBIT A

## SCOPE OF SERVICES

It is the intent of this Contract to include specific items of the City of Riviera Beach Capital Plan and specific projects outlined in RFP 453-14, The City of Riviera Beach, Florida invites qualified Survey Consultants licensed by the State of Florida, pursuant to Florida State Statute 287.055, **“Consultants Competitive Negotiation Act”** to perform Professional Survey and Mapping Services for the City of Riviera Beach. Proposers must demonstrate experience in Topographic Surveying, Plat/Easement Creation, and Plat Review on behalf of the City. Creation and review of Survey instruments shall be in accordance with Florida Statute 472 and Florida Administrative Code 177.

The City is interested in entering into a continuing contract for professional services with Surveying and Mapping Consulting firms to provide professional surveying and mapping services for various City Projects. The City reserves the right to select up to the four highest ranked consultants to be retained with work being allocated on a rotation basis to conduct topographic survey data collection, collect and prepare geo-spatial data for GIS support, prepare plats, sketch, descriptions, and provide associated mapping services, AutoCAD drafting, calculations and other related survey and mapping projects.

As the City currently does not have a staff surveyor, the consultant may at times be requested to review plats and easements on behalf of the City. In addition, the City shall request survey services for named projects in exhibit ‘A’, ‘B’, and ‘C’ of RFP 453-14, but not limit work to those items.

**WANTMAN GROUP, INC**  
**FEE SCHEDULE**  
**EFFECTIVE DATE – AUGUST 1, 2014**

**EXHIBIT B**

Hourly Rate

<b>ENGINEERING SERVICES</b>	
Principal Engineer	\$275.00
Project Manager	\$175.00
Senior Professional Engineer	\$150.00
Professional Engineer	\$130.00
Field Engineer	\$125.00
Engineer Intern	\$100.00
CADD Technician	\$ 90.00
<b>SURVEYING SERVICES</b>	
Principal Surveyor	\$225.00
Senior Professional Surveyor	\$150.00
Professional Surveyor	\$130.00
Survey Intern	\$100.00
2 Man Field Crew	\$120.00
3 Man Field Crew	\$150.00
4 Man Field Crew	\$180.00
5 Man Field Crew	\$210.00
Utility Coordinator	\$120.00
Designating Crew	\$120.00
Vacuum Excavation Crew	\$200.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00
<b>PLANNING SERVICES</b>	
Principal Planner	\$195.00
Sr. Project Manager	\$135.00
Project Manager	\$115.00
Planner	\$80.00

Hourly Rate

<b>LANDSCAPE ARCHITECTURE SERVICES</b>	
Principal Landscape Architect	\$195.00
Senior Project Manager	\$135.00
Project Manager	\$115.00
Designer	\$80.00
<b>ENVIRONMENTAL SERVICES</b>	
Principal Environmental Scientist	\$175.00
Senior Environmental Scientist	\$130.00
Environmental Scientist	\$110.00
<b>OTHER PROFESSIONAL SERVICES</b>	
Expert Witness	\$350.00
GIS Technician	\$90.00
Administrative Assistant	\$70.00
<b>DIRECT EXPENSES</b>	
Blueprints (per sq. ft.)	\$ 0.60
Full Color Plot (per sq. ft.)	\$ 15.00
Photo Mylars (each)	\$120.00
Mylars (per sq. ft.)	\$ 6.00
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
All Third Party Expenses	Cost Plus 15%

**Expenses:** In addition to labor, WANTMAN bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

WANTMAN also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

**Fee Schedule Accepted by:**

**Rates Are Valid Through December 31, 2014**

**CONTRACT BETWEEN  
THE CITY OF RIVIERA BEACH UTILITY SPECIAL CITY  
AND  
KEITH AND SCHNARS, P.A.  
FOR  
CONTINUING PROFESSIONAL SURVEY SERVICES**

**THIS CONTINUING CONTRACT** is entered into this 17<sup>th</sup> day of December, 2014 between the City of Riviera Beach, Florida (hereinafter referred to as ("CITY")) and **Keith and Schnars, P. A.**, a Florida Corporation whose office is in Fort Lauderdale, Florida and whose Federal Identification number is 59-1406307 (hereinafter referred to as ("SURVEYOR")).

**WHEREAS**, it has been determined that it is advisable, and desirable to employ a qualified surveying firm having special and broad experience in the desired fields for the purpose of providing continuing professional surveying consulting services for Topographic Surveying, Plat/Easement Creation, and Plat Review on behalf of the City. Creation and review of Survey instruments shall be in accordance with Florida Statute 472 and Florida Administrative Code 177; and

**WHEREAS**, the CITY solicited proposals from firms who are consultants in the area of providing survey services; and

**WHEREAS**, the CITY, in accordance with the Consultant's Competitive Negotiation Act, has selected the SURVEYOR as one of the most qualified firms to provide service to the CITY; and

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto mutually understand and agree as follows:

**ARTICLE 1 – BASIC SERVICES OF SURVEYOR**

The SURVEYOR will be providing professional survey services to assist in the implementation of the City's Capital Plan which defines the short and long-range planning needs, operational and maintenance issues. Some of the services are more specifically set forth in Riviera Beach RFQ 453-14 "Survey Consulting Services".

**ARTICLE 2 – CITY RESPONSIBILITIES**

**CITY SHALL:**

- A. Provide complete and detailed information as to its requirements for each Project.
- B. Assist SURVEYOR by placing at the SURVEYOR's disposal all available information pertinent to each Project including previous reports and any other data relative to design and construction of the Project.

- C. Furnish to SURVEYOR, as required by for the performance of the Contract, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, and other special data or consultations not covered in Article 2-A; all of which SURVEYOR, may rely upon to performing his services.
- D. Make all provisions for SURVEYOR to enter upon public and private property as required for SURVEYOR to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by SURVEYOR, obtain advice of an attorney, insurance counselor and other SURVEYORS as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SURVEYOR.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for SURVEYOR's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. The Director of Public Works of Riviera Beach or designee shall act as the CITY's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decision with respect to materials, equipment, elements and systems pertinent to SURVEYORS services.
- H. Furnish or direct SURVEYOR, to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.
- I. Bear all costs incidental to compliance with the requirements of this Section.

**ARTICLE 3 – PERIOD OF SERVICE**

It is mutually agreed by CITY and SURVEYOR that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the CITY, the City Manager shall have authority to renew the Contract for up to two (2) additional twelve (12) month periods.

**ARTICLE 4 – PAYMENTS TO SURVEYOR**

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

- A. Generally – In consideration of the performance of services by SURVEYOR, the covenants, representations and warranties of SURVEYOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the SURVEYOR at the hourly rates set forth in “City of Riviera Beach Keith and Schnars P.A. Rates 2015” detailed in Exhibit “B”, attached hereto and made part hereof. The CITY shall not reimburse the

SURVEYOR for any costs incurred as a direct result of the SURVEYOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.

- B. Invoices by the SURVEYOR, pursuant to this Contract, will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract and then each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. Final Invoice – In order for both parties herein to close their books and records, SURVEYOR will clearly state "final invoice" on the SURVEYOR's final/last billing to the CITY for each work order authorized under this Contract. This certifies that all Services have been properly performed and all charges have been invoiced to the CITY for the authorized work order. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the SURVEYOR and the CITY shall have no obligations for any other costs or expenses thereafter.
- D. If the CITY fails to make any payment due the SURVEYOR for services and expenses under this Contract within forty-five (45) days after the SURVEYOR's transmittal of its invoice to the CITY, the SURVEYOR may, after giving notice to the CITY, suspend services under this Contract in question until it has been paid in full all amounts due.
- E. If the CITY disputes any invoice or part of an invoice, CITY shall notify SURVEYOR of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to SURVEYOR in accordance with the terms and conditions of this Contract.

#### **ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the SURVEYOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and not higher than those charged to the SURVEYOR'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's determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside SURVEYORS. The CITY shall exercise its right under this Article within three (3) years following final payment.

#### **ARTICLE 6 – TERMINATION**

This Contract may be cancelled by the SURVEYOR upon thirty (30) days prior written notices to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the SURVEYOR. Unless the SURVEYOR is in breach of this Contract, the SURVEYOR shall be paid for services rendered to the CITY's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the SURVEYOR shall:

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

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

### **ARTICLE 7 – PERSONNEL**

The SURVEYOR 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. The CITY shall comply with all necessary federal, state and local laws, ordinances and regulations pertaining to the employment of its personnel.

SURVEYOR shall perform background checks and pre-employment screenings, as well as random drug testing of personnel at its own expense. SURVEYOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the SURVEYOR 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 SURVEYOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's representative before said changes or substitution can become effective; such approval shall not be unreasonably withheld.

The SURVEYOR warrants that all services shall be performed by skilled and competent personnel to the professional industry standard of care in the field for which SURVEYOR is providing services to the CITY. The SURVEYOR agrees that it is fully responsible to the CITY for the acts and commissions of sub-consultants and of persons either directly or indirectly employed by the SURVEYOR. Nothing contained herein shall create any Contractual relationship between any subcontractor and the CITY.

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

### **ARTICLE 8 – SUBCONTRACTING**

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities after providing written notice to the SURVEYOR, and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The SURVEYOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed sub-consultant may result

in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

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

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

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

#### **ARTICLE -9- DELIBERATELY LEFT BLANK**

#### **ARTICLE- 10 – FEDERAL AND STATE TAX**

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

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

#### **ARTICLE -11- INSURANCE**

- A. Prior to execution of this Contract by the CITY, the SURVEYOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the SURVEYOR 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 SURVEYOR of its liability and obligations under this Contract.
- B. The SURVEYOR shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of \$1, 000,000.00 Contractual liability per claim/annual aggregate.
- C. The SURVEYOR 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 SURVEYOR 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 SURVEYOR or by anyone directly or indirectly employed by or contracting with the SURVEYOR.
- D. The SURVEYOR 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

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

**ARTICLE 15 – REMEDIES**

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

**ARTICLE 16 – CONFLICT OF INTEREST**

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

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

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

The SURVEYOR 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 SURVEYOR or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the SURVEYOR's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the SURVEYOR's failure to perform was without its or its sub-consultants fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the SURVEYOR 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 SURVEYOR 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 SURVEYOR's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the

damages liability to protect the SURVEYOR from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the SURVEYOR or by anyone, directly or indirectly, employed by the SURVEYOR.

- 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 SURVEYOR shall specifically include the CITY as an "Additional Insured."

## **ARTICLE 12 – INDEMNIFICATION**

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

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

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

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 SURVEYOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the SURVEYOR 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 SURVEYOR.

## **ARTICLE 14 - DISPUTE RESOLUTION AND VENUE**

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

delay then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

### **ARTICLE 18 – INDEBTEDNESS**

The SURVEYOR 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 forms of indebtedness. The SURVEYOR 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 SURVEYOR 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 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 SURVEYOR 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 bases, 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 SURVEYOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

### **ARTICLE 20 – PUBLIC RECORDS**

The SURVEYOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the SURVEYOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record and disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

#### **ARTICLE 21 – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **ARTICLE 22 – CONTINGENT FEES**

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

#### **ARTICLE 23 – ACCESS AND AUDITS**

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

#### **ARTICLE 24 – NONDISCRIMINATION**

The SURVEYOR 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, SURVEYOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

#### **ARTICLE 25 – ENFORCEMENT COSTS**

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this

Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

#### **ARTICLE 26 – AUTHORITY TO PRACTICE**

The SURVEYOR 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 SURVEYOR 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 27 - SEVERABILITY**

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

#### **ARTICLE 28 – PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 29 – MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SURVEYOR of the CITY's notification of a contemplated change, the SURVEYOR 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 to the completion date, and (3) advise the CITY if the contemplated change shall affect the SURVEYOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the SURVEYOR shall suspend work on that portion of the Scope of Work affected by the 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 SURVEYOR shall not commence work on any such change until such written amendment is signed by the SURVEYOR and approved and executed by the CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 30 - NOTICE**

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

**CITY OF RIVIERA BEACH PUBLIC WORKS DEPARTMENT  
c/o BRYNT JOHNSON, DIRECTOR OF PUBLIC WORKS  
2391 AVENUE L  
RIVIERA BEACH, FL 33404**

and if sent to the SURVEYOR shall be mailed to:

**KEITH AND SCHNARS, P.A.  
c/o TANZER H. KALAYCI, P.E.  
6500 NORTH ANDREWS AVENUE  
FORT LAUDERDALE, FLORIDA 33309**

**ARTICLE 31 – ENTIRETY OF CONTRACT**

The CITY and the SURVEYOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

**ARTICLE 32 – WAIVER**

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

**ARTICLE 33 – PREPARATION**

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

**ARTICLE 34 – MATERIALITY**

All provisions of the Contract shall be deemed material, in the event SURVEYOR 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 35- REPRESENTATION/BINDING AUTHORITY**

SURVEYOR 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, Tanzer H. Kalayci, P.E., President, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents

necessary to effectuate and implement the terms of the Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

### **ARTICLE 36 – EXHIBITS**

Each exhibit referred to in this Contract forms as essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. “Exhibit A” is hereby attached and describes some of the Scope of Work.

### **ARTICLE 37 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of the Contract, Exhibit “A,” Exhibit “B” and RFP No. 453-14. The SURVEYOR agrees to be bound by all the terms and conditions as set forth in this Contract and RFP No. 404-13. To the extent there exists a conflict between this Contract and RFP No.453-14, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

### **ARTICLE 38 – LEGAL EFFECT**

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

### **ARTICLE 39 – NOTICE OF COMPLAINTS OR SUITS**

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

### **ARTICLE 40 – SURVIVABILITY**

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

### **ARTICLE 41 – DEFAULT**

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

- A. The filing of a lien by any sub-consultant including but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the 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 SURVEYOR;
- B. The filing of any judgment lien against the assets of the SURVEYOR 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 SURVEYOR; or

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

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

#### **ARTICLE 42 – WAIVER OF SUBROGATION**

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

#### **ARTICLE 43 – RIGHT TO REVIEW**

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

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

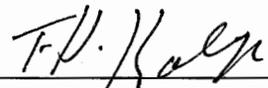
CONTINUING CONTRACT WITH THE CITY OF RIVIERA BEACH

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

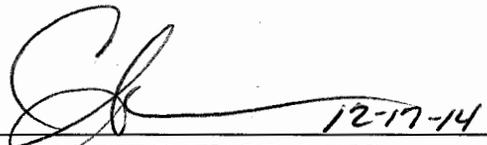
CITY: CITY OF RIVIERA BEACH

SURVEYOR: KEITH AND SCHNARS P.A.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
TANZER H. KALAYCI, P.E.  
PRESIDENT

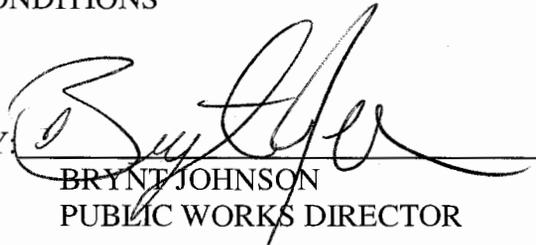
ATTEST:

BY:  12-17-14  
~~CARRIE E. WARD, MMC,~~ CLAUDENE L. ANTHONY, CMC  
CITY CLERK INTERIM

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
BRYNT JOHNSON  
PUBLIC WORKS DIRECTOR

DATE: 12/16/2014

EXHIBIT A

## SCOPE OF SERVICES

It is the intent of this Contract to include specific items of the City of Riviera Beach Capital Plan and specific projects outlined in RFP 453-14, The City of Riviera Beach, Florida invites qualified Survey Consultants licensed by the State of Florida, pursuant to Florida State Statute 287.055, "**Consultants Competitive Negotiation Act**" to perform Professional Survey and Mapping Services for the City of Riviera Beach. Proposers must demonstrate experience in Topographic Surveying, Plat/Easement Creation, and Plat Review on behalf of the City. Creation and review of Survey instruments shall be in accordance with Florida Statute 472 and Florida Administrative Code 177.

The City is interested in entering into a continuing contract for professional services with Surveying and Mapping Consulting firms to provide professional surveying and mapping services for various City Projects. The City reserves the right to select up to the four highest ranked consultants to be retained with work being allocated on a rotation basis to conduct topographic survey data collection, collect and prepare geo-spatial data for GIS support, prepare plats, sketch, descriptions, and provide associated mapping services, AutoCAD drafting, calculations and other related survey and mapping projects.

As the City currently does not have a staff surveyor, the consultant may at times be requested to review plats and easements on behalf of the City. In addition, the City shall request survey services for named projects in exhibit 'A', 'B', and 'C' of RFP 453-14, but not limit work to those items.

**Exhibit B**  
**City of Riviera Beach**  
**Keith and Schnars, P.A. Rates 2015**

Labor Category	Billing Rate
Senior Project MANAGER	\$175.00
Sr. Project SURVEYOR	\$135.00
Project SURVEYOR	\$125.00
Field Crew SUPERVISOR	\$100.00
Survey/CAD Technician	\$85.00
Admin Support	\$65.00
2 Person Survey Crew	\$125.00
3 Person Survey Crew	\$160.00
4 Person Survey Crew	\$200.00

**CONTRACT BETWEEN  
THE CITY OF RIVIERA BEACH UTILITY SPECIAL CITY  
AND  
GENUINITY GROUP, INC.  
FOR  
CONTINUING PROFESSIONAL SURVEY SERVICES**

**THIS CONTINUING CONTRACT** is entered into this 17<sup>th</sup> day of December, 2014 between the City of Riviera Beach, Florida (hereinafter referred to as ("CITY")) and **Engenuity Group, Inc.**, a Florida Corporation whose office is in West Palm Beach, Florida and whose Federal Identification number is 59-1959840 (hereinafter referred to as ("SURVEYOR")).

**WHEREAS**, it has been determined that it is advisable, and desirable to employ a qualified surveying firm having special and broad experience in the desired fields for the purpose of providing continuing professional surveying consulting services for Topographic Surveying, Plat/Easement Creation, and Plat Review on behalf of the City. Creation and review of Survey instruments shall be in accordance with Florida Statute 472 and Florida Administrative Code 177; and

**WHEREAS**, the CITY solicited proposals from firms who are consultants in the area of providing survey services; and

**WHEREAS**, the CITY, in accordance with the Consultant's Competitive Negotiation Act, has selected the SURVEYOR as one of the most qualified firms to provide service to the CITY; and

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto mutually understand and agree as follows:

**ARTICLE 1 – BASIC SERVICES OF SURVEYOR**

The SURVEYOR will be providing professional survey services to assist in the implementation of the City's Capital Plan which defines the short and long-range planning needs, operational and maintenance issues. Some of the services are more specifically set forth in Riviera Beach RFQ 453-14 "Survey Consulting Services".

**ARTICLE 2 – CITY RESPONSIBILITIES**

**CITY SHALL:**

- A. Provide complete and detailed information as to its requirements for each Project.
- B. Assist SURVEYOR by placing at the SURVEYOR's disposal all available information pertinent to each Project including previous reports and any other data relative to design and construction of the Project.

- C. Furnish to SURVEYOR, as required by for the performance of the Contract, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, and other special data or consultations not covered in Article 2-A; all of which SURVEYOR, may rely upon to performing his services.
- D. Make all provisions for SURVEYOR to enter upon public and private property as required for SURVEYOR to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by SURVEYOR, obtain advice of an attorney, insurance counselor and other SURVEYORS as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SURVEYOR.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for SURVEYOR's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. The Director of Public Works of Riviera Beach or designee shall act as the CITY's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decision with respect to materials, equipment, elements and systems pertinent to SURVEYORS services.
- H. Furnish or direct SURVEYOR, to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.
- I. Bear all costs incidental to compliance with the requirements of this Section.

**ARTICLE 3 – PERIOD OF SERVICE**

It is mutually agreed by CITY and SURVEYOR that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the CITY, the City Manager shall have authority to renew the Contract for up to two (2) additional twelve (12) month periods.

**ARTICLE 4 – PAYMENTS TO SURVEYOR**

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

- A. Generally – In consideration of the performance of services by SURVEYOR, the covenants, representations and warranties of SURVEYOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the SURVEYOR at the hourly rates set forth in “City of Riviera Beach Keith and Schnars P.A. Rates 2015” detailed in Exhibit “B”, attached hereto and made part hereof. The CITY shall not reimburse the

SURVEYOR for any costs incurred as a direct result of the SURVEYOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the CITY.

- B. Invoices by the SURVEYOR, pursuant to this Contract, will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract and then each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. Final Invoice – In order for both parties herein to close their books and records, SURVEYOR will clearly state "final invoice" on the SURVEYOR's final/last billing to the CITY for each work order authorized under this Contract. This certifies that all Services have been properly performed and all charges have been invoiced to the CITY for the authorized work order. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the SURVEYOR and the CITY shall have no obligations for any other costs or expenses thereafter.
- D. If the CITY fails to make any payment due the SURVEYOR for services and expenses under this Contract within forty-five (45) days after the SURVEYOR's transmittal of its invoice to the CITY, the SURVEYOR may, after giving notice to the CITY, suspend services under this Contract in question until it has been paid in full all amounts due.
- E. If the CITY disputes any invoice or part of an invoice, CITY shall notify SURVEYOR of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to SURVEYOR in accordance with the terms and conditions of this Contract.

#### **ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the SURVEYOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and not higher than those charged to the SURVEYOR'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's determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside SURVEYORs. The CITY shall exercise its right under this Article within three (3) years following final payment.

#### **ARTICLE 6 – TERMINATION**

This Contract may be cancelled by the SURVEYOR upon thirty (30) days prior written notices to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the SURVEYOR. Unless the SURVEYOR is in breach of this Contract, the SURVEYOR shall be paid for services rendered to the CITY's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the SURVEYOR shall:

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

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

### **ARTICLE 7 – PERSONNEL**

The SURVEYOR 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. The CITY shall comply with all necessary federal, state and local laws, ordinances and regulations pertaining to the employment of its personnel.

SURVEYOR shall perform background checks and pre-employment screenings, as well as random drug testing of personnel at its own expense. SURVEYOR shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. All of the services required hereunder shall be performed by the SURVEYOR 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 SURVEYOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's representative before said changes or substitution can become effective; such approval shall not be unreasonably withheld.

The SURVEYOR warrants that all services shall be performed by skilled and competent personnel to the professional industry standard of care in the field for which SURVEYOR is providing services to the CITY. The SURVEYOR agrees that it is fully responsible to the CITY for the acts and commissions of sub-consultants and of persons either directly or indirectly employed by the SURVEYOR. Nothing contained herein shall create any Contractual relationship between any subcontractor and the CITY.

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

### **ARTICLE 8 – SUBCONTRACTING**

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities after providing written notice to the SURVEYOR, and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The SURVEYOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed sub-consultant may result

in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate CITY to accept such change in pricing but CITY may, in its sole discretion, agree to same.

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

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

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

#### **ARTICLE -9- DELIBERATELY LEFT BLANK**

#### **ARTICLE- 10 – FEDERAL AND STATE TAX**

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

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

#### **ARTICLE -11- INSURANCE**

- A. Prior to execution of this Contract by the CITY, the SURVEYOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the SURVEYOR 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 SURVEYOR of its liability and obligations under this Contract.
- B. The SURVEYOR shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of \$1, 000,000.00 Contractual liability per claim/annual aggregate.
- C. The SURVEYOR 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 SURVEYOR 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 SURVEYOR or by anyone directly or indirectly employed by or contracting with the SURVEYOR.
- D. The SURVEYOR 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 SURVEYOR from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the SURVEYOR or by anyone, directly or indirectly, employed by the SURVEYOR.

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 SURVEYOR shall specifically include the CITY as an "Additional Insured."

### **ARTICLE 12 – INDEMNIFICATION**

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

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

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

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 SURVEYOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the SURVEYOR 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 SURVEYOR.

### **ARTICLE 14 - DISPUTE RESOLUTION AND VENUE**

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

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

**ARTICLE 15 – REMEDIES**

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

**ARTICLE 16 – CONFLICT OF INTEREST**

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

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

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

The SURVEYOR 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 SURVEYOR or its sub-consultants and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the SURVEYOR’s request, the CITY shall consider the facts and extent of any failure to perform the work and, if the SURVEYOR’s failure to perform was without its or its sub-consultants fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY’s rights to change, terminate, or stop any or all of the work at any time.

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

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

### **ARTICLE 18 – INDEBTEDNESS**

The SURVEYOR 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 forms of indebtedness. The SURVEYOR 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 SURVEYOR 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 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 SURVEYOR 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 bases, 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 SURVEYOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

### **ARTICLE 20 – PUBLIC RECORDS**

The SURVEYOR shall comply with Florida Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the SURVEYOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record and disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

#### **ARTICLE 21 – INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **ARTICLE 22 – CONTINGENT FEES**

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

#### **ARTICLE 23 – ACCESS AND AUDITS**

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

#### **ARTICLE 24 – NONDISCRIMINATION**

The SURVEYOR 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, SURVEYOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

#### **ARTICLE 25 – ENFORCEMENT COSTS**

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this

Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

**ARTICLE 26 – AUTHORITY TO PRACTICE**

The SURVEYOR 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 SURVEYOR 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 27 - SEVERABILITY**

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

**ARTICLE 28 – PUBLIC ENTITY CRIMES**

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

**ARTICLE 29 – MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SURVEYOR of the CITY’S notification of a contemplated change, the SURVEYOR 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 to the completion date, and (3) advise the CITY if the contemplated change shall affect the SURVEYOR’S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the SURVEYOR shall suspend work on that portion of the Scope of Work affected by the 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 SURVEYOR shall not commence work on any such change until such written amendment is signed by the SURVEYOR and approved and executed by the CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 30 - NOTICE**

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

**CITY OF RIVIERA BEACH PUBLIC WORKS DEPARTMENT  
c/o BRYNT JOHNSON., DIRECTOR OF PUBLIC WORKS  
2391 AVENUE L  
RIVIERA BEACH, FL 33404**

and if sent to the SURVEYOR shall be mailed to:

**ENGENUITY GROUP, INC  
c/o C. ANDRE RAYMAN, PRESIDENT  
1280 NORTH CONGRESS AVENUE, SUITE 101  
WEST PALM BEACH, FLORIDA 33409**

**ARTICLE 31 – ENTIRETY OF CONTRACT**

The CITY and the SURVEYOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

**ARTICLE 32 – WAIVER**

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

**ARTICLE 33 – PREPARATION**

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

**ARTICLE 34 – MATERIALITY**

All provisions of the Contract shall be deemed material, in the event SURVEYOR 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 35- REPRESENTATION/BINDING AUTHORITY**

SURVEYOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Mark Drummond, P.E., BCEE, President, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all

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

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

#### **ARTICLE 42 – WAIVER OF SUBROGATION**

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

#### **ARTICLE 43 – RIGHT TO REVIEW**

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

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

documents necessary to effectuate and implement the terms of the Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

**ARTICLE 36 – EXHIBITS**

Each exhibit referred to in this Contract forms as essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. “Exhibit A” is hereby attached and describes some of the Scope of Work.

**ARTICLE 37 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of the Contract, Exhibit “A,” Exhibit “B” and RFP No. 453-14. The SURVEYOR agrees to be bound by all the terms and conditions as set forth in this Contract and RFP No. 404-13. To the extent there exists a conflict between this Contract and RFP No.453-14, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 38 – LEGAL EFFECT**

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

**ARTICLE 39 – NOTICE OF COMPLAINTS OR SUITS**

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

**ARTICLE 40 – SURVIVABILITY**

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

**ARTICLE 41 – DEFAULT**

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

- A. The filing of a lien by any sub-consultant including but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the 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 SURVEYOR;
- B. The filing of any judgment lien against the assets of the SURVEYOR 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 SURVEYOR; or

**CONTINUING CONTRACT WITH THE CITY OF RIVIERA BEACH**

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

CITY: CITY OF RIVIERA BEACH

SURVEYOR: ENGENUITY GROUP, INC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
C. ANDRE RAYMAN, PSM  
PRESIDENT

ATTEST:

BY:  12-17-14  
CARRIE E. WARD, MMC; CLAUDENE L. ANTHONY, CMC  
CITY CLERK INTERIM

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:  FOR  
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY

BY:   
BRYNT JOHNSON  
PUBLIC WORKS DIRECTOR

DATE: 12/16/2014

EXHIBIT A

## SCOPE OF SERVICES

It is the intent of this Contract to include specific items of the City of Riviera Beach Capital Plan and specific projects outlined in RFP 453-14, The City of Riviera Beach, Florida invites qualified Survey Consultants licensed by the State of Florida, pursuant to Florida State Statute 287.055, **“Consultants Competitive Negotiation Act”** to perform Professional Survey and Mapping Services for the City of Riviera Beach. Proposers must demonstrate experience in Topographic Surveying, Plat/Easement Creation, and Plat Review on behalf of the City. Creation and review of Survey instruments shall be in accordance with Florida Statute 472 and Florida Administrative Code 177.

The City is interested in entering into a continuing contract for professional services with Surveying and Mapping Consulting firms to provide professional surveying and mapping services for various City Projects. The City reserves the right to select up to the four highest ranked consultants to be retained with work being allocated on a rotation basis to conduct topographic survey data collection, collect and prepare geo-spatial data for GIS support, prepare plats, sketch, descriptions, and provide associated mapping services, AutoCAD drafting, calculations and other related survey and mapping projects.

As the City currently does not have a staff surveyor, the consultant may at times be requested to review plats and easements on behalf of the City. In addition, the City shall request survey services for named projects in exhibit ‘A’, ‘B’, and ‘C’ of RFP 453-14, but not limit work to those items.

## **Exhibit B**

**City of Riviera Beach  
 ENGENUITY GROUP, INC. Rates 2015**

<b>Labor Category</b>	<b>Billing Rate</b>
Principal	\$189.00
Expert Witness	\$225.00
Department Director	\$175.00
Sr. Project Manager	\$154.00
Project Manager	\$142.00
Project Engineer	\$112.00
Sr. Project SURVEYOR	\$120.00
Project SURVEYOR	\$106.00
Sr. Field Inspector	\$110.00
Field Inspector	\$89.00
Sr. AUTOCAD/GIS Tech	\$110.00
Designer (CAD/GIS TECH)	\$97.00
Sr. Technician	\$88.00
CAD Technician	\$78.00
3 Person Survey Crew	\$154.00
2 Person Survey Crew	\$129.00
Sr. Admin Assistant	\$70.00
Admin Support	\$65.00
Clerical /Courier	\$47.00

RESOLUTION NO. 148-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH WANTMAN GROUP, INC. OF WEST PALM BEACH, FLORIDA FOR SURVEY SERVICES FOR ARDMORE WAY, MANOR DRIVE, MORSE BLVD, POWELL DRIVE, SINGER DRIVE, ISLAND DRIVE, FAIRVIEW LANE, EMERALD DRIVE, DOLPHIN ROAD, CORAL WAY, GRAND BAHAMA LANE, AND SUNSET LANE TO FACILITATE ROADWAY IMPROVEMENT PROJECTS IN THE AMOUNT OF \$131,060; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 311-1127-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on September 3, 2014 the City Council approved issuance of municipal construction bonds under Resolution 89-14 in the amount of \$12,000,000 for roadway reconstruction along various streets throughout the City as well as marina development; and

**WHEREAS**, of the \$22,000,000 approximately \$12,000,000 was allocated to roadway reconstruction throughout the City, and

**WHEREAS**, a topographic survey of the roads to be reconstructed will have to be completed in order to proceed with roadway design and construction; and

**WHEREAS**, Wantman Group Inc. is the City's continuing services survey firm under contract and is capable of completing the scope of work required to meet all schedule deadlines.

RESOLUTION NO. 149-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH KEITH AND SCHNARS, P.A. OF FORT LAUDERDALE, FLORIDA FOR SURVEY SERVICES FOR WEST 1<sup>ST</sup> TO WEST 3<sup>TH</sup> STREET BETWEEN AVENUE O AND AUSTRALIAN AVENUE, AVENUE O FROM WEST 1<sup>ST</sup> TO WEST 3<sup>RD</sup> STREET, WEST 4<sup>TH</sup> STREET FROM AUSTRALIAN AVENUE TO AVENUE J, AVENUE R AND T FROM WEST 10<sup>TH</sup> TO WEST 14<sup>TH</sup>, WEST 11<sup>TH</sup> TO WEST 14<sup>TH</sup> STREET FROM AVENUE T TO AVENUE R, AVENUE H WEST FROM SILVER BEACH ROAD TO WEST 13<sup>TH</sup> STREET TO FACILITATE ROADWAY IMPROVEMENT PROJECTS IN THE AMOUNT OF \$118,856; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 311-1127-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on September 3, 2014 the City Council approved issuance of municipal construction bonds under Resolution 89-14 in the amount of \$12,000,000 for roadway reconstruction along various streets throughout the City as well as marina development; and

**WHEREAS**, of the \$22,000,000 approximately \$12,000,000 was allocated to roadway reconstruction throughout the City; and

**WHEREAS**, the topographic survey will have to be completed in order to proceed with roadway design and construction; and

**WHEREAS**, Keith and Schnars, P.A. is the City's continuing services survey firm under contract and is capable of completing the scope of work required to meet all schedule deadlines.

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

**SECTION 1.** That the City Council hereby approves the issuance of a work order to Keith and Schnars, P.A. of Fort Lauderdale, Florida to provide survey services required to develop construction documents for various roadway improvements in the amount of \$118,856.

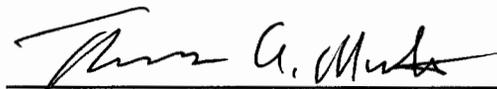
**SECTION 2.** That the Director of Finance and Administrative Services is authorized to make payment for same from Account Numbers 311-1127-541-0-6351.

**SECTION 3.** That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

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

PASSED and APPROVED this 17th day of DECEMBER, 2014.

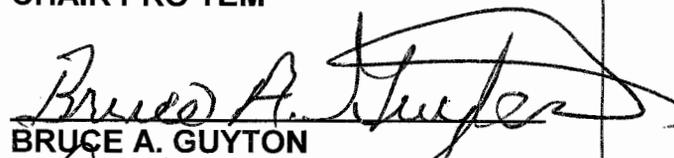
APPROVED:

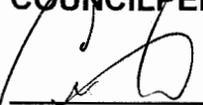
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

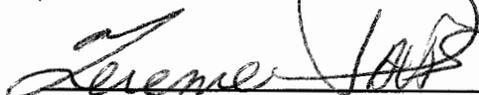
ABSENT  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:  
  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

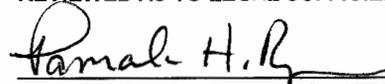
J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 12/17/14

RESOLUTION NO. 150-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH ENGENUITY GROUP, INC. OF WEST PALM BEACH, FLORIDA FOR SURVEY SERVICES FOR WEST 31<sup>ST</sup> TO WEST 37<sup>TH</sup> STREET BETWEEN AVENUE S AND AVENUE T, WEST 23<sup>RD</sup> TO WEST 26<sup>TH</sup> STREET BETWEEN AVENUE M AND AVENUE R, AVENUE H EAST FROM SILVER BEACH ROAD TO WEST 18<sup>TH</sup> ST, WEST 20<sup>TH</sup> STREET, WEST 21<sup>ST</sup> AND WEST 34<sup>TH</sup> STREET TO FACILITATE ROADWAY IMPROVEMENT PROJECTS IN THE AMOUNT OF \$128,650; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 311-1127-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on September 3, 2014 the City Council approved issuance of municipal construction bonds under Resolution 89-14 in the amount of \$22,000,000 for roadway reconstruction along various streets throughout the City as well as marina development; and

**WHEREAS**, of the \$22,000,000 approximately \$12,000,000 was to be allocated to roadway reconstruction throughout the City, and

**WHEREAS**, the topographic survey will have to be completed in order to proceed with roadway design and construction of said roadways; and

**WHEREAS**, Engenuity Group Inc. is the City's continuing services survey firm under contract and is capable of completing the scope of work required to meet all schedule deadlines.

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

**SECTION 1.** That the City Council hereby approves the issuance of a work order to Engenuity Group Inc of West Palm Beach, Florida to provide survey services required to develop construction documents for various roadway improvements in the amount of \$128,650.

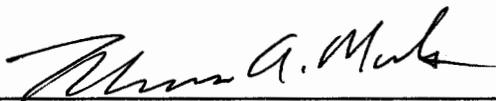
**SECTION 2.** That the Director of Finance and Administrative Services is authorized to make payment for same from Account Numbers 311-1127-541-0-6351.

**SECTION 3.** That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

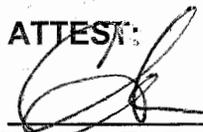
**SECTION 4.** That this Resolution shall take effect upon its passage and approval by City Council.

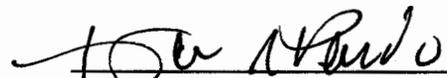
PASSED and APPROVED this 17TH day of DECEMBER, 2014.

APPROVED:

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

ABSENT  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:  
  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM NCITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

RESOLUTION NO. 150-14  
PAGE 3

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

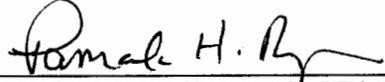
J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 12/17/14

RESOLUTION NO. 151-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH STANTEC CONSULTING SERVICES, INC. OF BOCA RATON, FLORIDA FOR CIVIL ENGINEERING DESIGN SERVICES FOR WEST 18<sup>TH</sup> TO WEST 22<sup>ND</sup> STREET EAST OF AVENUE S, AVENUE O AND WEST 24<sup>TH</sup> STREET, WEST 6<sup>TH</sup> STREET AND WEST 7<sup>TH</sup> STREET ROADWAY IMPROVEMENT PROJECTS IN THE AMOUNT OF \$84,217.50, \$69,279.50, \$53,838.00 RESPECTIVELY; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 460-1127-541-0-6355 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council approved, receipt of funding in accordance with Chapter 2014-53 General Appropriations Act in the amount of \$1,300,000 for water quality improvements along various streets throughout the City; and

**WHEREAS**, the roadway design will have to be completed in order to proceed with construction and to comply with the terms of the Department of Environmental Protection Agreement No. S0771 process; and

**WHEREAS**, Stantec Consulting Services is the City's continuing services engineering firm under contract and is capable of completing the design work required to meet all schedule deadlines.

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

**SECTION 1.** That the City Council hereby approves the issuance of a work order to Stantec Consulting Services, Inc. of Boca Raton, Florida to provide design services required to develop construction documents for various roadway improvements in the amount of \$84,217.50, \$69,279.50, and \$53,838.00.

**SECTION 2.** That the Director of Finance and Administrative Services is authorized to make payment for same from Account Numbers 460-1127-541-0-6355.

**RESOLUTION NO. 151-14**  
**PAGE 2**

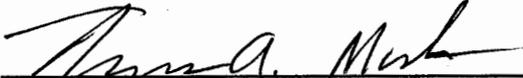
**SECTION 3.** That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

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

**PASSED and APPROVED** this 17th day of DECEMBER, 2014.

**REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK**

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

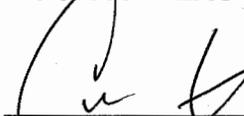
ABSENT  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

  
TERENCE D. DAVIS  
COUNCILPERSON

SECONDED BY: B. GUYTON

B. GUYTON            AYE

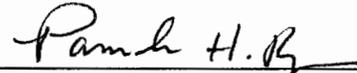
J. DAVIS              ABSENT

C. THOMAS           AYE

D. PARDO             AYE

T. DAVIS              AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 12/17/14

**RESOLUTION NO. 152-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH LOCKHEED MARTIN CORPORATION AS A QUALIFIED DEFENSE CONTRACTOR AND SPACE FLIGHT BUSINESS FOR LOCAL FINANCIAL SUPPORT IN THE AMOUNT OF \$160,400 TO BE PAID TO THE STATE FOR LOCKHEED MARTIN AS REQUIRED BY SECTION 288.1045, FLORIDA STATUTES, AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUNDS FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the policy of the State of Florida to encourage the growth of higher-wage jobs and to have a diverse economic base by providing state tax refunds to qualified defense contractors that originate or expand in the state or that relocate to the state; and

**WHEREAS**, to further that program the State of Florida created a tax refund program for qualified defense and space contractors (QSDC), which are those contractors approved by the department to be eligible for tax refunds pursuant to section 288.1045, Florida Statutes; and

**WHEREAS**, by Riviera Beach Resolution No. 41-14, the City Council recommended approval of Project Palm Tree as a Qualified Defense Contractor pursuant to Section 288.1045, Florida Statutes, and authorized a commitment of local financial support for Lockheed Martin Corporation, under the project name of Project Palm Tree, in the amount of \$160,400 (the "Incentive"); and

**WHEREAS**, City staff has developed an Economic Development Incentive Agreement with Lockheed Martin Corporation which will establish the obligation of Lockheed Martin Corporation to retain 401 jobs jointly at its Riviera Beach and its West Palm Beach facilities over a four (4) year period; and

**WHEREAS**, this Agreement will require Lockheed Martin to retain one hundred percent (100%) of the 401 jobs of which 265 are in Riviera Beach; and

**WHEREAS**, if there is a reduction or termination of funding by the Department of Defense, not based on a failure of performance by Lockheed Martin, Lockheed Martin will receive a prorated amount of the Incentive based on the reduced number of jobs, provided however, that the reduction in jobs shall not be less than eighty percent (80%) of the 401 jobs required; and

**WHEREAS**, in the event that jobs are reduced to less than eighty percent (80%), the City will have the right to terminate the Agreement; and

**WHEREAS**, the City Council finds that entering into the Agreement with Lockheed Martin serves a valid public purpose.

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

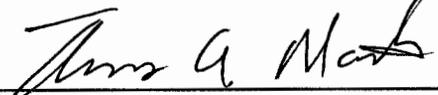
**SECTION 1.** The City Council authorizes the Mayor and City Clerk to execute an Economic Development Incentive Agreement between the City and Lockheed Martin Corporation providing for an incentive in the amount of \$160,400, payable to State for Lockheed Martin over four (4) years, for the retention of 401 jobs jointly at the Riviera Beach and West Palm Beach facilities ("Agreement").

**SECTION 2.** The City of Riviera Beach City Council states that the necessary cash commitment of local financial support for the Qualified Defense and Space Contractor Business Tax Refund Program exists for Project Palm Tree in the amount of \$160,400; and that this amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by s.288.1045, Florida Statutes.

**SECTION 3.** This Resolution shall become effective upon its passage and approval by the City Council.

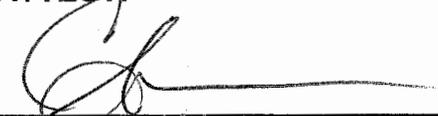
PASSED and APPROVED this 17th day of DECEMBER, 2014.

APPROVED:

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

ABSENT  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

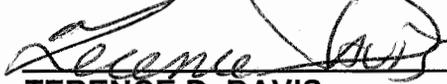
ATTEST:

  
\_\_\_\_\_  
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
INTERIM CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
BRUCE A. GUYTON  
COUNCILPERSON

  
\_\_\_\_\_  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

J. DAVIS ABSENT

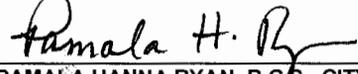
D. PARDO AYE

C. THOMAS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, B.C.S. CITY ATTORNEY

DATE: 12/17/14

## **Economic Development Incentive Grant Agreement**

**THIS AGREEMENT** is entered into by and between **the CITY OF RIVIERA BEACH**, a Florida municipal corporation, (hereinafter the "CITY") and **LOCKHEED MARTIN CORPORATION**, a corporation authorized to do business in the State of Florida, whose Federal I.D. Number is 521893632 (hereinafter the "COMPANY").

### **PART I RECITALS**

**WHEREAS**, it is the policy of the CITY to encourage and stimulate economic growth in the City of Riviera Beach by either attracting new businesses to Riviera Beach or by assisting local expanding businesses within Riviera Beach that would otherwise expand elsewhere; and

**WHEREAS**, the creation and/or retention of full time employment opportunities for residents of Riviera Beach and the tax revenues resulting from business relocation or expansion within Riviera Beach is beneficial to the local economy; and

**WHEREAS**, the State of Florida has determined that cities may expend funds to attract and retain business enterprises, and that the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and

**WHEREAS**, the CITY has determined that offering an Economic Development Incentive Grant encourages either existing businesses to remain and/or expand, or new businesses to establish a facility in Riviera Beach and thereby create employment opportunities for the residents of Riviera Beach; and

**WHEREAS**, the COMPANY has facilities in both West Palm Beach and Riviera Beach that are crucial to its operations in Palm Beach County and that Company cannot continue to operate in its current state without either facility; and

**WHEREAS**, the COMPANY has facilities in both West Palm Beach and Riviera Beach that are crucial to its operations in Palm Beach County and that Company cannot retain 401 full-time jobs without either facility; and

**WHEREAS**, the CITY is committing to retaining 401 existing full-time jobs at the COMPANY's Riviera Beach and West Palm Beach facilities at the addresses shown in Exhibit A over a four (4) year period at an average annual wage of \$84,900, excluding benefits, in order to compete for an additional U.S. Department of Defense contract ("the "DOD Contract"), which is essential to the COMPANY's continued operations in Palm Beach County; and

**WHEREAS**, the State of Florida has identified the COMPANY as a Qualified Defense Contractor and Space Flight Business pursuant to section 288.1045, Florida Statutes, and has approved the COMPANY for a total tax refund of \$3,208,000 under the Qualified Defense and Space Contractor ("QDSC") Program; and

**WHEREAS**, the City Council by Resolution No. 41-14 conceptually approved financial support to the COMPANY in an amount not to exceed \$160,400, representing one-fourth of the required local match to the State of Florida's QDSC Tax Refund Program; and

**WHEREAS**, the CITY finds and declares that it is in the public interest to award an Economic Development Incentive Grant to the COMPANY pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

## **PART II DEFINITIONS**

1. **Definitions:** The below terms as used in this Agreement shall mean:

A. **Retained Job:** "Retained Job" shall include a combination of Company employees, Contract Employees and Leased Employees in a full time job working a minimum of 1,820 hours annualized (inclusive of vacation, holidays, sick leave, and other paid activities), a Full Time Equivalent Job or a Relocated Employee. Each Retained Job shall also:

(1) Result in retaining the number of the COMPANY'S Riviera Beach and West Palm Beach employees; and

(2) Involve only an employee working on-site at the COMPANY'S Riviera Beach and West Palm Beach facilities at the address shown in Exhibit "A" attached hereto and made a part hereof.

B. **Full Time Equivalent Job:** Shall mean any two or more part-time employees whose sum total work hours, inclusive of vacation and holidays, equals 1,820 hours annualized who shall for purposes of this Agreement constitute one Retained Job. Notwithstanding the foregoing, the 1,820 hours annualized shall be determined pursuant to the job requirement of the employee, and not the actual number of hours clocked at work, allowing for vacation, holiday and sick leave.

C. **Relocated Employee:** Shall mean either an employee in a full time job working a minimum of 1,820 hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payroll who transferred to the COMPANY'S facility in Riviera Beach from a COMPANY facility in a location other than one located in a county adjacent to the borders of Palm Beach County who shall for purposes of this Agreement constitute one Retained Job. Notwithstanding any provision in this Agreement to the contrary, for all purposes under this Agreement it shall be deemed that any employee in a full time job working a minimum of 1,820 hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payroll, who transferred to the COMPANY'S facility in a location other than one located in a county adjacent to the borders of Palm Beach County prior to the Effective Date for the purpose of effectuating COMPANY'S facility

in Riviera Beach is a Relocated Employee deemed to have transferred to Riviera Beach after the Effective Date and shall constitute a Retained Job.

- D. Contract Employees and Leased Employees: Will be included in the calculations for determining the number of retained jobs and average annual wage.
- E. Average Annual Wage: Average annual wage, salaries, and other payments for Full Time Equivalent Jobs to be created under this Agreement as follows:
- wages; salaries; benefits; commissions; bonuses; drawing accounts (advances to employees against future earnings); prizes and awards (if given by employer for employment); vacation pay; payment to employees of difference between regular pay and jury pay; payments to employees temporarily absent while in military service; wages earned before death but paid after death; dismissal pay; sick pay (not made under a plan or system); and supplemental payments (difference between workers' compensation and employee's salary).
- F. "Company Confidential Information" means for the purposes of this Agreement any COMPANY information that is designated in writing as "Company Confidential Information" by the COMPANY and is confidential and/or exempt under Sec. 119.07(1), Florida Statutes; and, Sec. 288.075, Florida Statutes, including trade secrets as defined in Chapter 688, Florida Statutes, confidential proprietary information, and all other information confidential and/or exempt pursuant to Sec. 288.075, Florida Statutes. Notwithstanding the foregoing, Company Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the CITY in breach of this Agreement; (b) becomes available to the CITY on a non-confidential basis from a source other than the COMPANY, which is not prohibited from disclosing such information; or (c) is publicly available information or known by the CITY prior to its receipt from the COMPANY.
- G. "Indirect Costs" are part of the COMPANY's General and Administrative expenses. General and Administrative expenses include Independent Research and Development Expenditures and Bid and Proposal costs associated with the capture of the new business.

### PART III WHOLLY OWNED AFFILIATES

1. **Establishment of Wholly Owned Affiliates**: The COMPANY may create or purchase wholly owned affiliates in connection with activities undertaken by the COMPANY pursuant to this Agreement. All wholly owned affiliates, thus created or purchased, shall be under the full control of the COMPANY, and the COMPANY shall oblige all such wholly owned affiliates to comply with the requirements of this Agreement as provided for herein.
2. **Notification of Wholly Owned Affiliates**: The COMPANY shall, within thirty (30) days of its creation or purchase of a wholly owned affiliate in connection with this Agreement, notify the CITY in writing of such wholly owned affiliates by divulging to the CITY the name of

such entity and the location of the entity's facilities, and the COMPANY shall provide the CITY, to the CITY'S satisfaction, documentation evidencing the COMPANY'S full control of such wholly owned affiliates.

3. **Acceptance of Jobs and Capital Investment Created by Affiliates:** Notwithstanding that CITY is allowing COMPANY and the wholly owned affiliates of COMPANY to create and maintain said jobs and create such Capital Investment, COMPANY agrees that this Agreement is solely between the COMPANY and CITY.

#### PART IV COMPANY OBLIGATIONS

1. **Retained Jobs:** The COMPANY shall retain **401 Retained Jobs** for a period of four (4) years from the Effective Date (the "Performance Period").
2. **Salaries:** The COMPANY shall pay an Average Annual Wage per annum equal to or greater than \$84,900, for all Retained Jobs retained under this Agreement.
3. **Investment:** The COMPANY shall utilize the amounts provided under this Agreement to offset Indirect Costs required to perform work necessary to compete for U.S. Department of Defense contract(s) at the address shown on Exhibit A attached hereto and made a part hereof.

#### PART V PERFORMANCE PERIOD

1. **Effective Date:** This Agreement is effective as of the date executed by the later of the CITY and the COMPANY.
2. **Termination Date:** This Agreement shall terminate on 30 June 2020.

#### PART VI INCENTIVE AMOUNTS

1. **Qualified Defense and Space Contractor (QDSC) Tax Refund Program:** The COMPANY is eligible to receive from the CITY, in the form of a cash subsidy, an amount not to exceed \$160,400 paid according to the schedule established by the State of Florida attached as **Exhibit "B"**.
2. **Job Growth Incentive Grant Distributions as Match to State Qualified Defense and Space Contractor Tax Refund (QDSC):** The CITY shall, upon receipt of an annual written request from the State, disburse QDSC match funds to the State according to the schedule established by the State. The maximum amount that CITY is obligated to disburse to the State during the term of this Agreement is One Hundred Sixty Thousand Four Hundred Dollars (\$160,400) (the "Incentive Amount"). Payments made to State under this section shall be paid to the COMPANY by the State pursuant to a separate agreement between the State and the COMPANY as part of the local match required by the State to make up the total QDSC tax refund amount of \$3,208,000. Payment of tax

refunds for the State and local match are conditioned on and subject to pay amounts authorized in Section 288.106, Florida Statutes. As a prerequisite to making the initial disbursement of Grant funds, the CITY shall have received the form of security, acceptable to CITY in its sole discretion, acting reasonably, as required herein.

3. **Submission of Job Creation and Maintenance Reports:** As a prerequisite to making all disbursements of QDSC match funds, the CITY shall have determined that the COMPANY is in compliance with the terms of this Agreement, including, but not limited to, the COMPANY'S submission of the Job Maintenance Reports required herein.
4. **Condition Prior to Distribution of Grant Funds:** The COMPANY shall provide the CITY a Corporate Guaranty, in a form acceptable to the CITY in its sole discretion, acting reasonably. The security, in the amount of the requested disbursement pursuant to this Part VI, shall be provided to the CITY as a precondition to the CITY making any disbursements contemplated herein.

The security shall remain in effect until the CITY has received the Final Job Maintenance Performance Audit and verified that the COMPANY has complied with the requirements outlined in this Agreement, or as indicated below.

Upon the CITY'S determination that the COMPANY has satisfactorily complied with the terms of this Agreement, the CITY shall notify the COMPANY within thirty (30) days that the security can be released.

## PART VII ADVERTISING, RECRUITING AND JOB INFORMATION

1. **Job Advertising:** The COMPANY shall undertake advertising of any job openings in Riviera Beach to provide sufficient notice to Riviera Beach's residents concerning the availability of COMPANY'S open positions. The advertising regarding the open jobs at COMPANY'S facility must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement.
2. **Job Availability:** The COMPANY shall coordinate with the following agencies regarding job opportunities:
  - A. CareerSource Palm Beach County.  
1951 N Military Trail, Suite D  
West Palm Beach, FL 33409  
Attention: Executive Director
  - B. CareerSource West Career Center  
1085 S Main Street  
Belle Glade, FL 33430  
Attention: Chairperson
3. **Low-income Residents:** The COMPANY shall, to the greatest extent commercially feasible, provide low-income residents opportunities for employment at the COMPANY.

4. **Resident Preference:** The COMPANY shall, to the greatest extent commercially feasible, without risk of violating any laws, develop and implement hiring policies that provide Riviera Beach residents preference in the hiring process.
5. **Veterans Preference:** The COMPANY shall, to the greatest extent feasible, without risk of violating any laws, develop and implement hiring policies that provide qualified Veterans preference in the hiring process.
6. **Local Businesses:** The COMPANY shall to the extent commercially feasible, without risk of violating any laws, award contracts in connection with this Agreement to eligible business concerns located in or owned in substantial part by persons residing in Riviera Beach.
7. **Transportation To And From Job Location:** The COMPANY shall provide the following information to employees it hires by posting such information on its web site or by providing in written form:
  - A. The bus stop location closest to COMPANY'S office;
  - B. The name and location of Tri-Rail train station closest to COMPANY'S office;
  - C. Information about COMPANY'S car pool program (if one exists); and
  - D. Directions to COMPANY'S office from Interstate 95.

## PART VIII AUDITS AND REPORTS

1. **Annual Job Maintenance Reports:** The COMPANY shall provide the CITY'S Economic Development Manager with an Annual Job Maintenance Report, satisfactory to the CITY in its sole discretion, acting reasonably, verifying the COMPANY'S compliance with the requirements of PART IV of this Agreement. Such Annual Job Maintenance Report shall comply with the following:
  - A. Identify each Retained Job and the duration of its maintenance period to date.
  - B. Report on the annualized average wage for Retained Jobs that were maintained.
  - C. Report on the number of Riviera Beach residents hired to date.
  - D. The Annual Job Maintenance Report shall be submitted to the CITY'S Economic Development Manager within thirty (30) days after the first anniversary of the grant and every year thereafter until the grant termination.
2. **Final Job Maintenance Performance Audit:** The COMPANY shall provide the CITY'S Economic Development Manager a written Final Job Maintenance Performance Audit (hereinafter "Audit") satisfactory to the CITY in its sole discretion, acting reasonably, verifying the COMPANY'S compliance with the requirements of PART IV

of this Agreement. Such Audit, which shall be prepared at the COMPANY'S sole cost and expense, shall comply with the following:

- A. The Audit shall be conducted and prepared by a Certified Public Accountant (CPA) according to standards established by the American Institute of Certified Public Accountants and shall be submitted on the CPA's letterhead.
- B. The CPA shall "examine" the COMPANY'S records, statements, and schedules and those of all wholly owned affiliates created or purchased by the COMPANY in connection with this Agreement, to verify the accuracy of the number of Retained Jobs maintained as required in Part IV of this Agreement, and to verify the average annual wage for the Retained Jobs. The CPA shall express a written "opinion" in the Audit regarding the number of Retained Jobs maintained in compliance with this Agreement and the average annual wage for these Retained Jobs.
- C. The CPA's report shall attest to examining evidence supporting the COMPANY'S schedules of Retained Jobs and the average annual wage of the Retained Jobs, and those of the wholly owned affiliates stated immediately above.
- D. The CPA's report must provide the Average Annual Wage for the category below:
  - (1) All Retained Jobs: Identify the Average Annual Wage of all Retained Jobs including all exempt and non-exempt employees and all officers and senior corporate executives that are included in the number of jobs to be maintained as required by this Agreement.
- E. The accuracy of the number, hire dates and average annual wage of all Retained Jobs as represented by the COMPANY shall be verified in the Audit by the CPA to the CITY'S satisfaction.
- F. The Audit may be performed in conjunction with other auditing services.
- G. A report by a CPA that is a "review or agreed-upon procedures report" on the COMPANY'S representations shall not be deemed to meet the Audit requirements of this Agreement.
- H. The Audit shall be submitted to the CITY'S Economic Development Manager within ninety (90) days after the expiration date of the maintenance period set forth in Part IV.1.

## PART IX GENERAL CONDITIONS

1. **Obligation and Annual Appropriation**: The CITY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the CITY. To the extent the annual appropriation amount is reduced, the corresponding obligation of the

COMPANY shall be similarly and proportionately reduced.

2. **Non-Discrimination:** The COMPANY shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.
3. **Workers' Compensation and Employers' Liability:** The COMPANY shall maintain Workers' Compensation Insurance & Employers' Liability in accord with Florida Statutes Chapter 440 for all jobs set forth in this Agreement. Coverage shall be provided on a primary basis.
4. **Convicted Vendor List:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the COMPANY certifies that it, and its affiliates who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date of execution of this Agreement by the CITY. This notice is required by F.S. 287.133(3) (a).
5. **Successors and Assigns:** The CITY and the COMPANY each binds itself and its partners, wholly owned affiliates, successors, executors, administrators and assigns to the other party and to the partners, wholly owned affiliates, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the COMPANY shall assign, sublet, convey or transfer its interest in this Agreement without the prior 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, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the COMPANY. In the event that the CITY determines that the COMPANY is in violation of this paragraph, the CITY shall have the right to terminate this Agreement and to seek restitution of the funds paid by the CITY to the COMPANY.
6. **Name Change:** Within 15 calendar days following the COMPANY changing the name of the COMPANY, the COMPANY shall immediately provide the CITY written notice regarding this change to COMPANY'S name.
7. **Material Change of Circumstances:** The COMPANY shall immediately notify the CITY of any material change of circumstances for the COMPANY'S business operations in Palm Beach County. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the COMPANY to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of COMPANY'S assets for the benefit of creditors, COMPANY'S relocation outside of Palm Beach County, the suspension, closing or cessation of operation of the COMPANY, voluntary or involuntary bankruptcy or an assignment for the benefit of the COMPANY'S creditors. In the event of a material change of circumstances, the CITY shall have the right to terminate this Agreement, whereupon the COUNTY shall have no further obligation to the COMPANY under this Agreement.
8. **Entire Agreement Between Parties:** The CITY and the COMPANY agree that this

Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the CITY and/or COMPANY.

9. **Waiver:** If the CITY shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such unless otherwise stated in writing by the CITY; and the CITY shall thereafter have the right to insist upon the enforcement of such conditions or provisions unless otherwise stated in writing by the CITY.
10. **Invalid or Unenforceable Terms:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.
11. **Performance Time and Liability:** The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.
12. **Defaults:** The occurrence of any one or more of the following events shall constitute a Default hereunder:
  - A. Vacating, abandoning, or closing the COMPANY'S business.
  - B. Relocating the COMPANY'S business in Riviera Beach outside Riviera Beach, provided, however, that it shall not be a default hereunder for the COMPANY to locate future expansions of the COMPANY's business outside Riviera Beach.
  - C. Failure of the COMPANY to submit an acceptable form of security to the COUNTY and to maintain that form of security in effect for the period set forth in this Agreement.
  - D. Failure of the COMPANY to maintain at least one hundred percent (100%) of the required number of Retained Jobs. If such reduction in the required number of Retained Jobs is directly related to an amendment to or termination of the DOD Contract that is not solely due to COMPANY's failure to perform pursuant to the DOD Contract, and at least eighty percent (80%) of the required number of Retained Jobs are maintained, then the CITY'S remedy shall be as set forth in Section 13.

- E. Failure of the COMPANY to maintain at least 100% of the required number of retained jobs while the DOD Contract remains unchanged.
- F. Failure of the COMPANY to achieve the award of a new U.S. Department of Defense contract as contemplated under Part IV.3 of this Agreement.
- G. Failure of the COMPANY to submit to the CITY the Annual Job Maintenance Report and/or the Audit as required in this Agreement.
- H. Failure of the COMPANY to observe or perform any of the material terms, covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by the COMPANY where such failure continues for a period of sixty (60) days after written notice thereof from the CITY to the COMPANY; provided, however, that if the nature of COMPANY'S default is such that more than sixty (60) days are reasonably required for its cure, then COMPANY shall not be deemed to be in default if the COMPANY commenced such cure within said sixty (60) day period and thereafter diligently pursues such cure to completion.
- I. The making by the COMPANY of any general assignment, or general arrangement for the benefit of creditors.
- J. The filing by or against COMPANY of a petition to have the COMPANY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COMPANY, the same is dismissed within sixty (60) days.
- K. The appointment of a trustee or receiver to take possession of substantially all of COMPANY'S assets where possession is not restored to COMPANY within thirty (30) days.
- L. The attachment, execution or other judicial seizure of substantially all of COMPANY'S assets located within Palm Beach County where such seizure is not discharged within thirty (30) days.
- M. The discovery by the CITY that any financial statement relating to this Agreement given to the CITY was materially false.

**13. Remedies**

- A. In the event of a Default by the COMPANY, other than for a Default under Section 12.D not solely due to COMPANY'S failure to perform pursuant to the DOD Contract, the CITY may at any time thereafter, terminate this Agreement and recover all funding immediately upon demand from the COMPANY or any party joining in or consenting to this Agreement.
- B. If, in any eligible calendar year during the Performance Period the number of Retained Jobs falls below the one hundred percent (100%) amount described in Part IX,

paragraph 12.D herein, but not less than eighty percent (80%) of required Retained Jobs, and such reduction is not solely due to COMPANY's failure to perform pursuant to the DOD Contract, the COMPANY shall forfeit a prorated portion of the Incentive Amount due for such year, based on the number of retained jobs. If, for any reason, the required number of Retained Jobs falls below eighty percent (80%), the CITY has the right, in its sole discretion, to terminate this Agreement.

C. Nothing herein shall prevent the CITY and the COMPANY from amending this Agreement or coordinating a mutually agreeable plan for repayment of applicable sums paid by the CITY to the COMPANY, or to the State of Florida, as applicable, pursuant to this Agreement.

14. **Law and Remedy:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. 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. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
15. **Regulations:** The COMPANY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include conflict of interest and collusion. The COMPANY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may affect the services offered.
16. **Headings:** The headings of the sections, paragraphs, divisions, subdivisions, part and subparts of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.
17. **Number and Gender:** Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.
18. **Access To Records:** Upon thirty (30) business days' notice and at any time during normal business hours and as often as the CITY deems necessary, there shall be made available by the COMPANY to the CITY for examination, all its records with respect to all matters covered by this Agreement subject to COMPANY'S security protocol. The CITY reserves the right to conduct an inspection of the COMPANY'S records regarding performance measures with respect to matters covered by this Agreement at any time for any period covered by this Agreement. The CITY shall maintain the confidentiality of such records subject to Section 119.07, Florida Statutes.
19. **Office Of The Inspector General:** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed CITY contracts, transactions, accounts and records, to

require the production of records, and to audit, investigate, monitor, and inspect the activities of the COMPANY, and its wholly owned affiliates, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**20. Indemnification And Hold Harmless:** The COMPANY agrees to protect, defend, reimburse, indemnify and hold the CITY, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney's fees, and causes of action of every kind and character against and from the CITY which arise from any reasonable act or omission by COMPANY or its officers, agents or employees under this Agreement. The COMPANY recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CITY in support of this clause in accordance with the laws of the State of Florida. This Paragraph shall survive the termination of the Agreement.

**21. Notices:** All notices from the COMPANY to the CITY and the CITY to COMPANY required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO CITY:                   City of Riviera Beach  
                                  Attn: City Manager  
                                  600 W. Blue Heron Blvd.  
                                  Riviera Beach, FL 33404

With a copy to:         City of Riviera Beach  
                                  Attn: City Attorney  
                                  600 W. Blue Heron Blvd.  
                                  Riviera Beach, FL 33404

TO COMPANY:           Lockheed Martin Corporation  
                                  Attn: General Manager  
                                  100 East 17<sup>th</sup> Street  
                                  Riviera Beach, FL 33404

With a copy to:         Lockheed Martin Properties, Inc.  
                                  General Counsel  
                                  100 S. Charles Street, Suite 1400  
                                  Baltimore, MD 21201

Such addresses may be changed by written notice to the other party.

22. **Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the CITY and/or COMPANY.
23. **Counterparts:** This Agreement, which includes the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.
24. **Public Records/Company Confidential Information:**
- A. The CITY is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all documents, materials, and data submitted pursuant to the Agreement are governed by the disclosure, maintenance, retention, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for COMPANY Confidential Information, all documents, materials, and data received pursuant to this Agreement related to the COMPANY are subject to all Public Records Law provisions. With regards to information designated in writing as Company Confidential Information:
- B. The CITY acknowledges and agrees to maintain Company Confidential Information and respond to public records requests for said information consistent with its policies and procedures for maintaining information that is confidential and/or exempt under the Public Records Law generally.
- C. The COMPANY acknowledges and agrees that: (i) if the CITY notifies the COMPANY that a public records request has been made for the materials designated by the COMPANY as Company Confidential Information which the CITY has determined is subject to disclosure under the requirements of the Public Records Law, the COMPANY shall be solely responsible for defending its determination that said Company Confidential Information is not subject to disclosure at its sole cost, and shall take such action as it deems necessary to protect such information immediately, but no later than two (2) business days from receipt of the CITY's notification. Notification under this paragraph shall be provided by the CITY via Email and/or fax to the COMPANY.
- D. The CITY and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract amendments, paying invoices, or engaging in any other activity relating to this Agreement are hereby granted full rights to access, view, consider, and discuss the information designated as Company Confidential Information throughout the term of this Agreement.

**PART X**  
**REQUIREMENTS APPLICABLE TO WHOLLY OWNED AFFILIATES**

In addition to instances where the requirements of this Agreement are expressly set forth to be applicable to wholly owned affiliates of the COMPANY, the requirements of the below listed Parts and Subparts shall also apply to all such wholly owned affiliates:

- A. PART IV: Subparts 1, 2, and 3.
- B. PART VII: Subparts 1, 2, 3, 4, 5, 6 and 7.
- C. PART IX: Subparts 2, 3, 4, 6, 7, 15, 18, 19, 20 and 22.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the COMPANY and the CITY have caused this Economic Development Incentive Agreement to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

**LOCKHEED MARTIN CORPORATION,**  
a corporation authorized to  
do business in the State of Florida

Witnesses:

*Laura Bass*

Witness Signature

Laura Bass

Print Witness Name

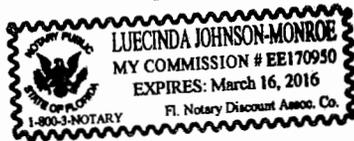
By: *William G. Conrad Jr*

Name: William G. Conrad Jr

Title: 19 Dec 14

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014, by William G. Conrad Jr, who is personally known to me, or who produced FL ID as identification and who did/did not take an oath.



(NOTARY SEAL ABOVE)

Signature: *Lucinda Johnson-Monroe*

Notary Name: Lucinda Johnson-Monroe

Notary Public - State of Florida

CITY OF RIVIERA BEACH

By: *Thomas A. Masters*

Thomas A. Masters,  
Mayor

ATTEST:

Reviewed as to legal sufficiency.

*Claudene L. Anthony*

Claudene L. Anthony, CMC  
Interim City Clerk

*Pamala H. Ryan*

Pamala H. Ryan, B.C.S.  
City Attorney

Date: 12/16/14



**EXHIBIT "A"**

**ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT BETWEEN  
CITY OF RIVIERA BEACH AND LOCKHEED MARTIN CORPORATION**

**COMPANY IDENTIFICATION AND INFORMATION**

QDSC application date:

**February 3, 2014**

Company Name: **Lockheed Martin**

**Corporation**

Existing Headquarters:

**6801 Rockledge Drive  
Bethesda, MD 20817**

Address of the company's facilities in Palm Beach  
County:

**100 East 17<sup>th</sup> Street  
Riviera Beach, FL 33404**

**1400 Northpoint Pkwy  
Suite #100  
West Palm Beach, FL 33407**

Products/services to be  
provided from the company's facility in Palm Beach  
County:

**Engineering, Manufacturing and Business  
Operations**

Business Type: **Regional Headquarters**

State of Florida Status: **Active**

State of Florida Filing Date: **06/07/1995**

Qualification #: **F95000002746**

Federal ID Number: **521893632**

**EXHIBIT "B"**  
**STATE OF FLORIDA SCHEDULE FOR**  
**PAYMENTS**

EXHIBIT "B"  
STATE OF FLORIDA SCHEDULE FOR PAYMENTS

**QDSC Payout Schedule**

Number of Retained Jobs	401
QDSC Award Amount	\$ 8,000
Total QDSC Refund	\$3,208,000

	12/31/2014	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	Total
Total Retained Jobs	401	401	401	401	401	-	-	-	-	401

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	Total
Phase I	\$ 401,000	\$ 802,000	\$ 802,000	\$ 802,000	\$ 401,000					\$ 3,208,000
Total Refund Payment	\$ 401,000	\$ 802,000	\$ 802,000	\$ 802,000	\$ 401,000	\$ -	\$ -	\$ -	\$ -	\$ 3,208,000

State Contribution (80%)  
Local Contribution (20%)

\$ 320,800	\$ 641,600	\$ 641,600	\$ 641,600	\$ 320,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,566,400
\$ 240,600	\$ 160,400	\$ 160,400	\$ 80,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 641,600

Note: Refund payments are offset from the job retention by one year because the refund payment is made to the company after July 1 (the beginning of the state's fiscal year), the year following the job retention. For example, for jobs retained 12/31/14, the refund payment would be made in July 2015.