

RESOLUTION NO. 139-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO EXECUTE A LEASE/PURCHASE PROPOSAL WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. TO FINANCE THE PURCHASE OF NINETEEN (19) POLICE 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 nineteen (19) vehicles, identified in the City's Vehicle Replacement Plan, in need of replacement due to age and/or condition; and

WHEREAS, Staff has negotiated a tax-exempt municipal Lease/Purchase Proposal with U.S. Bancorp Government Leasing and Finance, Inc.; and

WHEREAS, The current proposal is based Police Vehicles on the Florida Sheriff's Association Annual Vehicle Bid.

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

SECTION 1: The City Council approves the Municipal Lease/Purchase proposal with U.S. Bancorp Government Leasing and Finance, Inc.

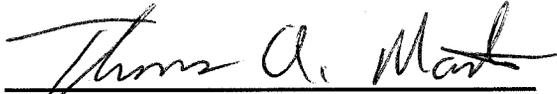
SECTION 2: The Mayor and City Clerk are authorized to execute the Municipal Lease/Purchase Proposal.

SECTION 3: The Director of Finance and Administrative Services is authorized to set up a budget and make three (3) annual payments in the amount of \$209,792.42 to U.S. Bancorp Government Leasing and Finance, Inc. for a total of \$611,557.00.

SECTION 4: This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED this 6 day of November, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

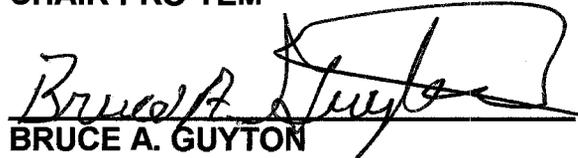
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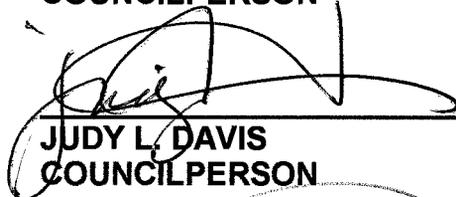
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

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PAGE 3

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

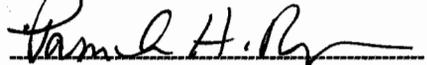
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/6/13

RESOLUTION NO. 140-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE RENEWAL OF RFP NO. 18808 FOR ONE YEAR AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE RENEWAL SERVICE CONTRACT WITH CINTAS CORPORATION OF WEST PALM BEACH, FLORIDA TO PROVIDE UNIFORM RENTAL AND CLEANING SERVICES FOR VARIOUS CITY OF RIVERIA BEACH DEPARTMENTS AT AN ANNUAL ESTIMATED COST OF \$90,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERTING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (4010), request for proposals were publicly solicited to provide uniform rental and cleaning services for City personnel in various departments.

WHEREAS, departments have budgeted funds for the uniform rental and cleaning services of staff work uniforms.

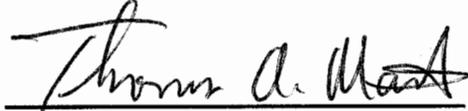
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts the RFP for uniform rental and cleaning services and awards a renewal service contract to Cintas Corporation, of West Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the use and appropriation of Operational funds for uniform rental and cleaning services.

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

APPROVED:



THOMAS A. MASTERS
MAYOR

Absent

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS ABSENT

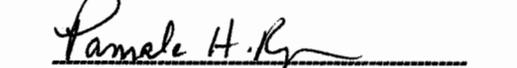
D. PARDO AYE

J. DAVIS AYE

T. DAVIS AYE

B. GUYTON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 11/6/13

AMENDMENT TO UNIFORM RENTAL AND CLEANING SERVICE CONTRACT

This Amendment to the Uniform Rental and Cleaning Service Contract is made and entered into this 18th day of November, 2013, by and between the CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City," whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, Florida, 33404, and Cintas Corporation, hereinafter referred to as "Independent Contractor," whose mailing address is 2401 Vista Parkway, West Palm Beach, Florida, 33411.

WITNESSETH:

WHEREAS, after bidding uniform rental services through the City's procurement process, the City entered into a the Uniform Rental and Cleaning Service Contract with Independent Contractor on November 5, 2008, for a five (5) year term with a one year renewal option; and

WHEREAS, the parties wish to enter into an amendment to extend the contract for one year as contemplated by the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Independent Contractor agree as follows:

Section 1. That section 5 of the Contract is hereby amended to extend the term of the contract for one year, said Contract to expire on November 17, 2014.

Section 2. That a new section 37 is hereby created as follows:

37. The Independent Contractor 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 Agreement.
- (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 Independent Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record 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.

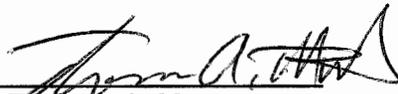
Section 3. In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

SIGNATURES ON FOLLOWING PAGE

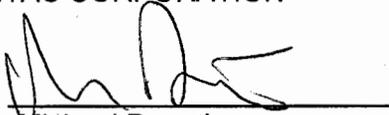
AMENDMENT TO UNIFORM RENTAL AND CLEANING SERVICE CONTRACT

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

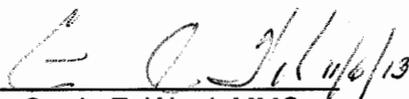
CITY OF RIVIERA BEACH

BY: 
Thomas A. Masters
Mayor

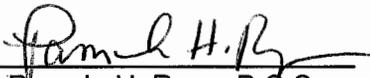
CINTAS CORPORATION

BY: 
Michael Doneth
Service Manager

ATTEST:

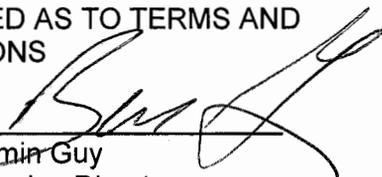
BY: 
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

DATE: 10/16/13

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
Benjamin Guy
Purchasing Director

RESOLUTION NO. 141-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE FEDERAL PROPERTY REGISTRATION CORPORATION OF MELBOURNE, FLORIDA FOR FORECLOSURE, VACANT, AND ABANDON PROPERTY REGISTRATION SERVICES AS PROVIDED FOR BY CITY ORDINANCE 4024 BY PIGGYBACKING TERMS AND CONDITIONS FROM CITY OF LAKE LAND REQUEST FOR PROPOSALS NO: 3074; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the piggyback agreement for Foreclosure Registry Services with The Federal Property Registration Corporation of Melbourne, Florida as a timely and efficient means for providing services needed to fulfill the requirements of City Ordinance 4024 concerning the registration of foreclosed, abandoned and vacant properties within the City; and

WHEREAS, The Federal Property Registration Corporation was the successful responsible proposer; and

WHEREAS, The City of Lakeland has given the City consent to piggyback RFP #3074 for Foreclosure Registry Services; and

WHEREAS, The contract term shall be from the date referenced in the Purchase Order issued to order the services. This will be a two-year (2) agreement with an option for two (2) additional one (1) year renewal periods; and

WHEREAS, The Federal Property Registration Corporation desires to extend such to the City as an Independent Contractor;

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

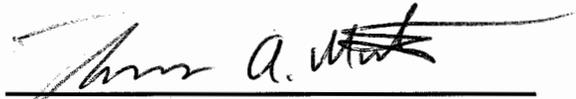
SECTION 1. The Mayor and City Clerk are authorized to execute the piggyback agreement with The Federal Property Registration Corporation of Melbourne, Florida for Foreclosure Registry Services.

SECTION 2. The City Manager shall have the authority to approve contract renewals.

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

PASSED AND APPROVED this 6 day of November ~~October~~, 2013

APPROVED:



THOMAS A. MASTERS
MAYOR

absent

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



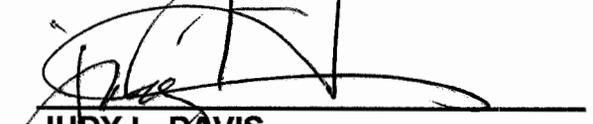
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
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SECONDED BY: J. DAVIS

B. GUYTON AYE

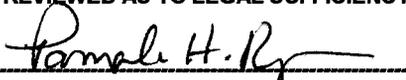
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 11/6/13

**CITY OF RIVIERA BEACH
SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this 16th day of October, 2013 by and between The Federal Property Registration Corporation a Florida Corporation, (hereinafter referred to as **"Independent Contractor"**), whose mailing address is 6767 N. Wickham Rd., Suite 500, Melbourne, Florida 32940, and the **CITY OF RIVIERA BEACH, FLORIDA, (hereinafter referred to as "CITY")**, a Florida Municipal corporation organized and existing in accordance with the laws of the State of Florida, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, The City of Lakeland posted a Request for Proposals on March 01, 2013, to wit, RFP # 3074, hereinafter the "RFP" for the provision of Foreclosure Registry services, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible proposer; and

WHEREAS, The City of Lakeland has given the CITY consent to piggyback RFP #3074 and the contract for Foreclosure Registry services; and

WHEREAS, the Agreement term shall be from the date referenced in the Purchase Order issued to order the services. This will be a three-year (3) agreement with an option to renew for two (2) additional one (1) year periods.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in this Agreement, RFP # 3074, and in accordance with City of Riviera Beach Ordinance 4024.

2. To the extent that there exists a conflict between the RFP and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. The following list of documents which are attached hereto as Exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

Exhibit "A" City of Lakeland RFP No.3074

Exhibit "B" CITY Ordinance 4024

3. That the CITY does hereby retain the services of the Independent Contractor for the purpose of providing Foreclosure Registry services, as set forth more fully in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

4. Work must commence within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure prompt execution of all work, the rate of progress and time of completion being essential conditions of this Agreement.

5. The Independent Contractor shall perform the services and duties as provided for in the RFP scope of work, specifications, and documents and shall comply with all terms provided for in the



RFP scope of work, specifications, and documents which shall include, but not be limited to, the following responsibilities:

- A. Independent Contractor shall proactively contact those mortgagees that file a public notice of default, lis pendens, foreclosure action, and/ or take title to real property via foreclosure or any other legal means, and will provide copies of the Ordinance (4024), as well as information regarding the website for electronic registration as set forth herein.**
- B. Independent Contractor shall provide the means for the electronic registration of foreclosed properties within the CITY. Independent Contractor agrees to provide a website for the registration of each foreclosed property to facilitate compliance with the Ordinance. Independent Contractor shall provide CITY Information Technology (IT) Department with a hyperlink to direct registrants to www.VacantRegistry.com. The website at www.VacantRegistry.com will enable mortgagees and/or responsible parties to register property to comply with the requirements of said Ordinance.**
- C. Independent Contractor shall pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto.**
- D. Independent Contractor shall investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with applicable CITY ordinance (4024).**
- E. Independent Contractor shall meet all applicable CITY website link terms/conditions and all applicable CITY IT security, and anti-viral requirements.**

6. The CITY agrees to compensate the Independent Contractor a fee of One Hundred dollars (\$100) per registration to register all properties required to comply with Ordinance 4024 ("Registration Fee") or 50% of the Registration Fee set forth in the Ordinance (4024) adopted by City Council. Independent Contractor shall remit 50% of each collected Registration Fee to the CITY in consideration of the services provided. Independent Contractor shall forward payment of the CITY'S portion of the Registration Fee to the CITY Finance Department no later than the 15th day of the following month during the term of the Agreement.

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

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, city or CITY agency.



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

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

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

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

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

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

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned dump trucks, loaders or other contracting equipment, automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.



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

19. The Independent Contractor shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision 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.

21. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the CITY, the Agreement Schedule and/or any other affected provision of this Agreement 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 Independent Contractor is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

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

23. The CITY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the CITY's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the CITY so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the CITY's decision to proceed with the change.

24. If the CITY elects to make the change, the CITY shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the Executive Director for the CITY.



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

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

27. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

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

29. All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement. Moreover, in the event of litigation arising from this Agreement, all parties voluntarily and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this Agreement.

30. In accordance with Palm Beach County ordinance number 2011-009, the Independent Contractor understands that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Independent Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

31. This Agreement is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The Independent Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

32. Time is of the essence in all respects under this Agreement.

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



34. The Independent Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector general when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

35. The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

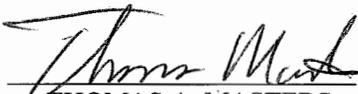
- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a 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 Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record 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.

SIGNATURES ON FOLLOWING PAGE



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

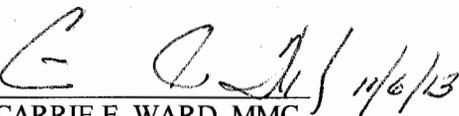
BY: 
THOMAS A. MASTERS
MAYOR

FEDERAL REGISTERED PROPERTIES CORP.

BY: 
THOMAS R. DARNELL, PRESIDENT *DAR*

ATTEST:

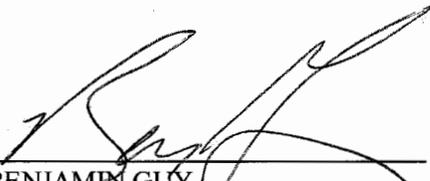
(SEAL)

BY:  10/6/13
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
BENJAMIN GUY
PURCHASING DIRECTOR

DATE: 10/23/13

Purchasing and Stores Division



Mark D. Raiford, CPPB
Purchasing Manager

Tara T. Walls, CPPB
Senior Purchasing Agent

Gregory J. Kane
Purchasing Agent

Cynthia D. Webb
Purchasing Agent

Danny Rodriguez
Purchasing Agent

1140 East Parker Street
Lakeland, Florida 33801-2066
Phone: (863) 834-6780
FAX: (863) 834-6777
TDD: (863) 834-8333

E-Mail: purch@lakelandgov.net

Visit our Web Site: <http://www.lakelandgov.net>

NOTICE

REQUEST FOR PROPOSAL

FORECLOSURE REGISTRATION SERVICES

For the
CITY OF LAKELAND

MARCH 1, 2013

R.F.P. NO. 3074

Sealed proposals will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 **until 2:00 p.m. – Friday – March 15, 2013.** Proposals received after this specified time and date will not be considered. The sealed proposals will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Proposal Documents may be requested by visiting our Website at <http://www.lakelandgov.net> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Any Respondent that Does Not Have a City of Lakeland Bidder Number Should Visit the Above Website and Complete a Bidder's Application.

THE SERVICES OF A LICENSED AND QUALIFIED FIRM TO PROVIDE FOR THE ADMINISTRATION OF RECORDS RELATED TO PROPERTIES IN FORECLOSURE WITHIN THE CITY OF LAKELAND CITY LIMITS. THE SCOPE OF WORK SHALL INCLUDE, WITHOUT LIMITATION, INSPECTION AND VERIFICATION OF PROPERTY STATUS; BUILD AND MAINTAIN AN ELECTRONIC DATABASE OF SEARCHABLE PROPERTY RECORDS FOR PROPERTIES FALLING UNDER THE ORDINANCE DEFINITION OF PROPERTIES IN FORECLOSURE; DEVELOP A REGISTRATION FORM TO CREATE INDIVIDUAL PROPERTY RECORDS; TRACK AND REPORT CHANGES OF INFORMATION AND ALL CHANGES IN STATUS; BE RESPONSIBLE FOR COMMUNICATING THE DETAILS AND REQUIREMENTS OF THE ORDINANCE TO APPROPRIATE COMMUNITIES; RELEASE LETTERS OF NOTIFICATION TO PROPERTIES; BE RESPONSIBLE FOR IDENTIFYING THE NAMES OF MORTGAGEES, AGENTS AND OWNERS OF PROPERTIES; COLLECT ALL REGISTRATION FEES AND TRANSFER SUCH FEES TO THE CITY; AND MAINTAIN CONFIDENTIAL INFORMATION. THE PROPOSALS SUBMITTED AND THE PURCHASE ORDER, IF AWARDED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR PROPOSAL, SPECIFICATION, ALL CODES, REQUIREMENTS AND REGULATIONS REFERENCED THEREIN.

Questions regarding this request for proposal should be **in writing** and should reference the above RFP number. Submit all questions to Mrs. Tara Walls, Senior Purchasing Agent, via e-mail at purch@lakelandgov.net or fax (863) 834-6777.

CLARIFICATION OF DOCUMENTATION

Respondents requiring clarification or having a dispute with these documents must advise the City Purchasing Division the nature of the required clarification or basis of the dispute, in writing, no later than **March 8, 2013**. If no written contact has been made by this specified date, the Respondent waives the right to any future consideration and accepts the documents as published and/or revised by the City.

FLORIDA PUBLIC RECORDS LAW

Submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." The City cannot regard any document, information or data as proprietary or confidential unless so exempted by Florida Statutes. Documents received with proprietary or confidential information may be resealed and returned without further consideration or obligation.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a submittal, the City prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the submittals prior to the time a proposal decision has been made. Communication between Respondent and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation or any future proposal.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Respondent shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the proposal requirements then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the proposal requirements. The Respondent agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The Respondent agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the proposal submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the proposal requirements.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

ADDENDA

It is the Respondent's responsibility to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the proposal.

The failure of a Respondent to submit acknowledgement of any addenda that affects the proposal price(s) may be considered an irregularity and may be cause for rejection of the proposal.

PROPOSAL SUBMITTAL

An original and three (3) copies (collated in sets) of your Proposal submittal and all required submittal data shall be enclosed within a sealed envelope with the words, "Sealed R.F.P. No. 3074 – Foreclosure Registration Services for the City of Lakeland" and the Respondent's name and address clearly shown on the outside thereof. Submittals received with less than four (4) total copies or not submitted on the City of Lakeland Proposal forms may be disqualified as non-responsive.

Mailed proposals must be received in the office of the Purchasing Manager not later than the time set forth for proposal opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services.

The City at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this proposal to one (1) Respondent. There is no obligation to buy. The proposal, if awarded, will be in the judgment of the City the most responsive to the City's needs. The City encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

Attach.

Cc: Brian Rewis
File

PROPOSAL SUBMISSION FORM:

FORECLOSURE REGISTRATION SERVICES

**For the
CITY OF LAKELAND**

MARCH 1, 2013

R.F.P. NO. 3074

THIS PROPOSAL SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name _____

Company Address _____

City _____ **State** _____ **Zip** _____

Telephone (_____) _____ **Fax (_____)** _____

E-Mail Address _____

The following is in strict accordance with the City of Lakeland **Request for Proposal No. 3074, dated March 1, 2013** and all attachments referenced therein.

A. Total Amount Requested for any Additional Cost of the Insurance as Required for this RFP:

\$ _____

Written Out _____ **Dollars**

**B. Total Amount Requested for Acceptance of the City of Lakeland Indemnification Agreement:
(Minimum amount shall be \$100.00):**

\$ _____

Written Out _____ **Dollars**

C. Please State the Name, Address and Telephone Number of the Branch Office that Serves the Lakeland, Florida Area and where Technical Expertise is Available:

Name

Address

Telephone

PROPOSAL SUBMISSION FORM CONTINUED:

FORECLOSURE REGISTRATION SERVICES

**For the
CITY OF LAKELAND**

MARCH 1, 2013

R.F.P. NO. 3074

D. As a Responsive Respondent I Have Attached All Required Data as Requested in the Attached Specification. If "No" is checked please explain: _____ Yes _____ No

Note: Failure to provide full information with the proposal may be cause for proposal disqualification as non-responsive.

E. Please List a Minimum of Three (3) Projects that Your Company has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, Etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

F. Please List Any and All Exceptions or Clarifications to this Proposal or the Referenced Documents. Note: Failure to note any exceptions or clarifications shall be construed as a total compliance statement. _____

Please indicate if any additional sheets of clarifications or exceptions are included: _____ Yes _____ No

PROPOSAL SUBMISSION FORM CONTINUED:

FORECLOSURE REGISTRATION SERVICES

**For the
CITY OF LAKELAND**

MARCH 1, 2013

R.F.P. NO. 3074

G. Schedule:

Work can be started in _____ day(s) after notification of award.

Terms of Payment _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this proposal to one (1) Respondent. There is no obligation to buy. The proposal, if awarded, will be in the judgment of the City the most responsive to the City's needs. The City encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

Company Name

Authorized Signature

Date Signed

**Name of Contact for Questions
(Please Print or Type)**

Telephone No. of Contact

PROGRAM BACKGROUND:

In an effort to curtail the growing problem of abandoned, neglected and foreclosed properties in the City of Lakeland, the City Commission has enacted Ordinance No. 5352 establishing a program for the registration of real property in foreclosure as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of properties.

Foreclosure properties that develop overgrown conditions and have unsecured, accessible structures have a negative impact on community value, create conditions that invite criminal activity, and foster an unsafe and unhealthy environment for children. Therefore, it is critical to maintain foreclosure properties to prevent these nuisance conditions.

An outcome of Ordinance No. 5352 will be the mandatory annual registration of foreclosure properties, tracking of these properties, correspondence with mortgagees and property management companies, periodic physical inspection to ensure compliance with City of Lakeland Code of Ordinances and the administration of registry fees.

Ordinance 5352 applies only to properties within the Lakeland City Limits and only pertains to properties that are in foreclosure. For purposes of the City of Lakeland's Foreclosure Registration Program, properties must be under a current notice of default, whereby a mortgagee has filed a foreclosure action or public notice of Default on the mortgage of the property.

If a property meets these conditions it is the responsibility of the mortgagee to perform the following actions:

- Register the property with the City of Lakeland Director of Community Development or authorized designee.
- Designate and retain a Property Manager responsible for the inspection, security and maintenance of the property.
- Pay an annual registration fee as set forth and subject to the periodic adjustment by Resolution of the City Commission.

Violators of this Ordinance may be cited by the City of Lakeland Code Enforcement Office and provided an opportunity to complete the registration process. Continued noncompliance may result in further enforcement action as set forth in the City of Lakeland Code of Ordinances to compel compliance.

To relieve the City of Lakeland of the administrative burden and to bring additional expertise to this area of work, the City of Lakeland is now seeking the services of a consultant to perform the Scope of Work outlined below.

SCOPE OF WORK:

The City of Lakeland is seeking a licensed and qualified firm to provide for the administration of records related to properties in foreclosure within the City limits.

The firm will provide inspection and verification of property status to determine if a property is in violation of the City Ordinance relating to the registration of real property in foreclosure.

The firm will build and maintain an electronic database of searchable property records for properties falling under the ordinance definition of properties in foreclosure. The database will be available on line to City Staff during normal City business hours. The database will be treated as a Public Record and the firm will make any and all Public Records requests for this data available in a timely fashion. The firm will provide the City with free access to and training to City staff of the electronic database.

The firm will develop a Registration Form to create individual property records that captures, at a minimum, the following information:

- Case Number
- Property Address; lot #, Strap#, etc.
- Property Manager; name, contact, address, telephone, fax, email.
- Mortgagee; name, contact, address, telephone, fax, email.
- Property Management Company; name, contact, address, telephone, fax, email.
- Owner of Record; name, contact, address, telephone, fax, email.
- Mailing addresses may not be a Post Office Box.

The firm will track and report changes of information and all changes in status, updating said information, at a minimum, on a monthly basis.

The firm will be responsible for communicating the details and requirements of the Ordinance to the Real Estate, Banking and Lending Communities.

The firm will release letters of notification to properties that come under the Ordinance and will identify those properties in violation of the Ordinance.

The firm, through research and information gathering, will be responsible for identifying the names of mortgagees, agents and owners of properties in violation of the Ordinance and will work closely with City Staff in the areas of registration, fee collection and enforcement.

The firm will collect all registration fees and transfer such fees monthly with matching and substantiating property records to the City.

The selected firm will maintain confidential information and will redact such information, such as social security numbers and other personal data, from property owner records prior to fulfilling public record requests.

All services shall be performed in accordance with established professional standards for such services.

Services will be performed on an as-needed basis and property locations will be located City wide. The selected firm will be able to provide all equipment, personnel and supervision to perform the requested Scope of Work.

The City of Lakeland reserves the right to award contracts to more than one firm to provide these services.

Knowledge of all applicable local, county, state and federal laws and ordinances, real estate law and banking industry standards related to the work is required.

The firms' responsibilities may include attending meetings on behalf of the city, and other necessary work or services identified to complete the work.

The selected firm may be required to work as part of a team and participate closely with other professionals and City Staff as required.

The selected firm shall hold all State, Federal and County/City licenses required to perform the scope of work. The selected firm shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and Local Agencies having jurisdiction and authority. In addition, the selected firm shall retain all files and records, including business records, relating to this scope of work for a period of 3 years following final payment for services and agrees to allow City access to examine and/or audit such records.

QUALIFICATIONS OF PERSONNEL

The respondent shall include qualifications of the individual(s), and any sub-consultants who will provide the services as outlined in the specific discipline(s). This section should include information only on the individuals who will perform work on this project. The information provided under this section should be limited to a maximum of ten (10) pages. The submission must include:

- A. Listing of the individuals or sub-consultants to be utilized for a specific discipline.
- B. Details of qualifications of the individuals and sub-consultants to be assigned to the project to include:
 1. Individuals or subconsultant resume, background and training, business and professional, academic affiliations. (If subconsultants are to be utilized, their experience and credentials must be presented and the methods by which these firms will participate in the process should be stated).
 2. An outline of the proposed function of the individual in the proposed engagement.
 3. Individual's office location.
 4. Individual's current project assignments.

- C. An organizational chart for this project
- D. List at least three (3) references for which the firm, individuals, or sub-consultants provided which are similar in nature to the services requested in this proposal. Please limit these references to contacts within the State of Florida to whom you have provided similar services over the past three (3) years. The reference list should include the client's name, address, telephone number and fax number; a brief description of work satisfactorily completed with location, dates of contracts, names and addresses of owners, and contact person.
- E. A notarized, affirmative statement to the effect that the selection of the proposer shall not result in a conflict of interest with any other party which may be affected by the work to be undertaken. Should any potential or existing conflict be known by a prospective proposer, said prospective proposer must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether or not the prospective proposer would step aside or resign from the engagement or representation creating the conflict.
- F. Any additional information that you feel will be beneficial to the City in evaluating your qualifications. However, any elaborate brochures or voluminous examples are neither required nor desired.

EXPERIENCE

- A. Provide a brief history and organizational structure of your firm.
- B. Past performance in similar activities in Florida. List five (5) projects of similar nature. Title and brief description of each project to include:
 - 1. Client, include contact person, address, telephone number and fax number
 - 2. Nature of work involved in each project
 - 3. Total cost of project and year completed
- C. Briefly explain the process and methods you use to minimize change orders, if applicable.

CAPABILITIES

In addition to the answers to specific questions above, the City is interested in the reasons you believe your firm should be selected to provide professional services to the City. In particular, the City is interested in the unique capabilities of your firm. Be specific as to the exact discipline

your firm is requesting to be qualified for and relate this discussion to how the City will benefit from your selection. Please limit your response to not more than two (2) pages.

This section should also include the following elements:

- A. Current or projected workload; ability and capacity to perform the services in a timely manner
- B. Methodology to be used
- C. Innovative ideas/approaches
- D. Cost savings ideas/methods
- E. Other information the respondent may deem advantageous to demonstrate understanding and approach to the work.

COMPENSATION

The proposal should clearly set forth a detailed basis for fees to be charged for the work proposed.

SELECTION CRITERIA

- I. In order to ascertain which proposal best meets the needs of the City, proposals will be independently evaluated, according to the following criteria, by two or more qualified individuals serving on the City of Lakeland Selection Committee:
 - A. **Qualifications**
 - Qualifications of the firm, individuals and sub-consultants assigned to the project
 - Educational background and training
 - Quality Control
 - B. **Experience**
 - Recent experience in similar work
 - Meeting time and budget constraints
 - Previous contracting experience with governmental entities similar to the City of Lakeland
 - Demonstrated minimization of change orders
 - C. **Capabilities**
 - Current and projected workload; ability and capacity to perform services in a time manner
 - Approach to the Work
 - Location of firm's local office
 - Financial Responsibility, with specific reference to number of years in business, change of ownership, past/present/pending litigation and any other information firm supplies demonstrating financial responsibility
 - Any other additional information regarding firm's capacity
 - D. **Compensation**
 - Proposed total compensation, including, without limitation, hourly rates, fees or other charges used to calculate or determine total compensation
- II. At its option, the Selection Committee may select "finalists" for further consideration.

INSURANCE REQUIREMENTS

Administration of Records Related to Properties in Foreclosure

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Insurance Requirements (cont'd)

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--------------------------------------	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$300,000 Single limit each occurrence
--------------------------------------	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Fidelity/Dishonesty/Liability Coverage: Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the City.

The liability limits shall not be less than: \$50,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____
(Date) (Date)

(OR)

_____ **Agreement is limited to Bid #, Purchase Order #, Requisition # _____,**
or Contract dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees 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 includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization
BY: _____
Signature of Owner or Officer

STATE OF: _____
COUNTY OF: _____

Organization Phone Number

The foregoing instrument was acknowledged before me this ____ day of _____, 2013
by _____, of _____.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number
identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

CITY OF LAKELAND
BY: _____
Karen Lukhaub, Director of Risk Management

DATE _____

SPECIFICATION SAFETY REQUIREMENTS
(Revised July, 2008)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictate. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

I. GENERAL

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with county, city, or any other agency's rules and regulations regarding safety.
- B. The City's safety personnel or any City supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the City; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All City's safety regulations will be strictly adhered to and enforced by the City of Lakeland Safety Division, which may include work stoppage or removal of Contractor and/or personnel. These safety regulations include, but are not limited to:

- A. All persons on City property will wear industrial safety glasses with affixed side shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.
- B. All persons on City property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats, or "cowboy style" hard hats are not acceptable at any time.

- C. All persons on City property and in an area where the noise level exceeds 85db, must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.
- D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location.
- E. Any person on City property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.

F. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

III. ENERGIZED SYSTEMS

Strict adherence to the table of distances to energized systems is mandatory. The contractor must notify System control at 834-6560 for line clearance.

- A. The contractor shall make coordination with Lakeland Electric Delivery Operations Workforce Management Coordinator by calling 834-6751 no less than 24 hours prior to work commencing. Such coordination is necessary to cover any electrical lines or to hold or stabilize any poles that may be within the vicinity of the workzone. In addition the attached waiver must be completed by the contractor and returned to the COL Safety Division prior to commencement of work.
- B. The contractor is also responsible for any and all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

Purchasing and Stores Division



Mark D. Raiford, CPPB
Purchasing Manager

Tara T. Walls, CPPB
Senior Purchasing Agent

Gregory J. Kane
Purchasing Agent

Cynthia D. Webb
Purchasing Agent

Danny Rodriguez
Purchasing Agent

1140 East Parker Street
Lakeland, Florida 33801-2066
Phone: (863) 834-6780
FAX: (863) 834-6777
TDD: (863) 834-8333

E-Mail: purch@lakelandgov.net
Visit our Web Site: <http://www.lakelandgov.net>

ADDENDUM NO. 1

FORECLOSURE REGISTRATION SERVICES

For the
CITY OF LAKELAND

MARCH 13, 2013

R.F.P. NO. 3074

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. **The City of Lakeland is proposing a change to the ordinance related to these services, Proposed Ordinance No. 13-005, and the effective date would be pushed back to July 1, 2013. This will be addressed at the March 18, 2013 City Commission meeting, <http://www.lakelandgov.net/portals/CityClerk/CityCommission/Agendas/03-04-13/13-005Ord.pdf>.**
2. **RFP Due Date Extended to: 3:00 p.m. - Friday - March 22, 2013.**

Note: All addenda shall be acknowledged in the RFP submittal, therefore please sign the bottom of this page ** and return with the RFP submittal.

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

TTW/tw

Cc: Brian Rewis
File

** **ADDENDUM #1 is hereby "ACKNOWLEDGED"**

Signature

Title

Company Name

Date

EXHIBIT B

ORDINANCE NO. 4024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 11, BY CREATING ARTICLE VI ENTITLED "REGISTRATION OF FORECLOSED AND MORTGAGED REAL PROPERTY" OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a vested interest in protecting the City against the decay caused by vacant and abandoned properties: and

WHEREAS, vacant and abandoned properties present a serious threat to the public health and safety of the community; and

WHEREAS, the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances, and lead to general decrease in neighborhood and community aesthetics; and

WHEREAS, the increase in foreclosures has caused many properties to become vacant and abandoned during the lengthy foreclosure process; and

WHEREAS, to assist the City in identifying properties that may become or are vacant and abandoned due to foreclosure, the City seeks to impose registration requirements on such properties located within the City; and

WHEREAS, the City Council of the City of Riviera Beach believes that imposing such a foreclosure registration requirement is necessary to protect the residents of the City from nuisances to the fullest extent permissible under state law and to be in the best interest of the health, safety and welfare of the residents of the City.

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

SECTION 1. That Chapter 11, entitled "Nuisances" of the City's Code of Ordinances, is hereby amended by creating Article VI, entitled "Registration of Foreclosed and Mortgaged Real Property" to read as follows:

Sec. 11-201. Purpose.

It is the purpose and intent of this ordinance to establish a process to limit and reduce the deterioration of property located within the City of Riviera Beach, which property is in foreclosure, or where ownership has been transferred to lender or mortgagee by any legal method or where property is deemed vacant or abandoned. It is further intended to establish a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of inadequate maintenance of abandoned and/or vacated properties subject to a mortgage or properties subject to mortgages that are in default. The registration process will require mortgagees to provide the City with the most up to date accurate data and information for contacting a responsible party to bring the property into compliance with this ordinance.

Sec. 11-202. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code or the City of Riviera Beach Code of Ordinances shall apply.

"Abandoned" means any real property that is vacant and/or is under a public notice of default, notice of mortgagee's sale, pending tax assessor's lien sale and/or properties that have been the subject of a foreclosure sale where title is retained by the mortgagee including, any properties transferred under a deed-in-lieu of foreclosure sale, a short sale or any other legal means to the mortgagee.

"Accessible" means a property, structure, or building that is unsecured and/or breached in such a way as to allow access by trespassers, criminals, or other unauthorized persons.

"Default" means that the mortgagee files a foreclosure action or public notice of default on the mortgage. A mortgage shall be considered in default at such time as the mortgagee declares said mortgage to be in default either in writing, by recording a lis pendens, or by its actions, or commences foreclosure proceedings.

"Enforcement officer" means any law enforcement officer, building inspector, building official, fire inspector or code enforcement officer employed by the City Riviera Beach.

"Evidence of vacancy" means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to:

overgrown and/or dead vegetation; electricity, water or other utilities turned off; stagnant swimming pool; statements by neighbors, passers-by, delivery agents or government agents; accumulation of abandoned personal property; and/or readily accessible residence, structures and buildings on the property.

"Foreclosure" means the judicial process by which a property, placed as security for a mortgage loan, after a judicial process, is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.

"Mortgage" means a lien on property conveyed by its owner to a mortgagee as security for an underlying debt or other obligation owed the mortgagee. The term includes all conveyances, conditioned or defensible obligations, bills of sale or other written instruments that convey or sell property for the purpose, or with the intention of, securing the payment of money

"Mortgagee" means the creditor, including, but not limited to, service companies, lenders in a mortgage agreement, and any agent, servant, or employee of the of the mortgagee, or any successor in interest and/or assignee of the mortgagee's rights, interests, or obligations under the mortgage agreement. For the purpose of this article, real estate brokers and agents, solely marketing and/or selling real property on behalf of a mortgagee, shall not be considered an agent, servant, or employee of the mortgagee.

"Nuisance" means any condition, including, but not limited to, an abandoned, unsafe, accessible residence, building, structure, or real property with code violations that constitute a menace to life, property, public health, or the public welfare, or create a fire hazard; any conditions which may be injurious to the health, safety, and welfare of the public; or any conditions that constitute and attractive nuisance or otherwise endanger the public's safety while in the vicinity thereof.

"Owner" means any person, persons, or entity having legal or equitable title, or any real or contingent interests in any real property; being shown to be the property owner in the records of the Palm Beach County Property Appraiser's Office; being identified on the abandoned/vacant real property registration form created pursuant to this article; or being a mortgagee in possession of real property. Any such person, persons, or entity shall have joint and several obligations for compliance with the provisions of this article.

"Property Management Company" means a local property manager, property maintenance company, or similar person or entity responsible for the maintenance and security of abandoned real property.

"Vacant" means any real property, including any building or structure thereon that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "evidence of vacancy" above.

Sec. 11-203. Public nuisance.

All abandoned and vacant real property, which is unmaintained or unsecured, is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, safety, and welfare of the residents of the City of Riviera Beach.

Sec. 11-204. Applicability.

This article applies to abandoned or real property, whether occupied or vacant, within the City of Riviera Beach.

Sec. 11-205. Administration and enforcement.

- (a) Failure of the mortgagee to properly register or to modify the registration from time to time to reflect a change of circumstances as required by this article is a violation of this article and shall be subject to enforcement by any of the enforcement means available to the City.
- (b) Pursuant to any judicial finding and determination, including any administrative proceeding that a property is in violation of this article, the City may take the necessary action to ensure compliance and may place a lien on the property for the cost of the work performed, including an administrative fee, to benefit the property and to bring it into compliance.
- (c) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this article and other requirements of this code, and post and maintain the signage as required in this article, is a violation of this article and shall be subject to enforcement by any means available to the City. Pursuant to a finding and determination, the City may take the necessary action to ensure compliance with this article, and recover costs and expenses in support thereof.

Sec. 11-206. Inspection and registration of real property by mortgagee holding mortgages in default.

- (a) Within fourteen (14) days of the date any mortgagee declares its mortgage to be in default, the mortgagee shall register the real property with the City's Community Development Department, or its designee, or the City's authorized representative. At the time of registration, a local property manager shall be designated to inspect, maintain and secure the real property subject to the mortgage in default. A registration is required for each property.
- (b) Any mortgagee who holds a mortgage on real property located within the City of Riviera Beach shall perform an inspection of the property within five (5)

days of the registration pursuant to subsection (a) above.

- (c) Property inspected pursuant to subsection (b) above that is occupied but remains in default, shall be inspected quarterly by the mortgagee or mortgagee's designee.
- (d) Property which is found to be vacant, or which shows evidence of vacancy shall be inspected at least every thirty (30) days by the mortgagee or mortgagee's designee.
- (e) Registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address or the mortgagee, the e-mail address and telephone number of the mortgagee, the name of the local property manager and said person's address, e-mail address, and telephone number. The local property manager shall be responsible for inspecting, securing and maintaining the property. The property manager named in the registration shall be located within Palm Beach County and available to be contacted by the City, Monday through Friday between 9:00 a.m. and 5:00 p.m., holidays and lunch hours excepted.
- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure.
- (g) Properties subject to this section shall remain under the registration requirement, and the inspection, security, and maintenance standards of this article as long as they remain vacant or subject to having been declared by a mortgagee to be in default.
- (h) Any person or other legal entity that has registered a property under this article must report any change of information contained in the registration within ten (10) day of the change

Sec. 11-207. Annual registration fee.

A nonrefundable annual registration fee in the amount of two hundred Dollars (\$200) per property shall accompany registration. The annual registration fee shall correspond to the fiscal year of the City and the renewal of the registration, along with the payment of the annual fee, shall be completed prior to October 1st of any year. The renewal of the registration with its accompanying fee, shall be the responsibility of the mortgagee and a failure to do so in a timely manner shall subject the mortgagee to code enforcement action pursuant to the City of Riviera Beach Code of Ordinances. The annual registration fee may subsequently be amended from time to time by resolution.

Sec. 11-208. Maintenance requirements.

- (a) Properties subject to this article shall be kept in conformance with all code requirements, including, but not limited to, being kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed materials, or any other items that give the appearance that the property is abandoned.
- (b) The properties shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yard landscaping of properties subject to this article shall be maintained in accordance with the City's code, and in accordance with the following standards at all times.
 - (1) Landscaping shall include, but not be limited to, grass, ground cover, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for installation.
 - (2) Landscaping shall not show evidence of gravel, broken concrete, asphalt or similar material unless xeriscape plan incorporating same have been approved by the city.
 - (3) Landscaping maintenance shall include, but not be limited to, watering irrigation, cutting, and mowing of required landscaped and removal of all trimmings.
- (d) Pools and spas shall be maintained so that the water remains free and clear of pollutants and debris, and free of mosquito breeding or vermin infestation. Pools and spas shall comply with the enclosure requirements of the City's Code and the Florida Building Code, as they may be amended from time to time.
- (e) In the event that the National Weather Service, National Hurricane Center, or other appropriate weather agency declares a hurricane warning for any portion of Riviera Beach, all materials, furnishings, and equipment at the property shall be secured, stored, or removed so as to not create a safety hazard due to hurricane force winds.

Sec. 11-209. Security requirements.

- (a) Properties subject to this article shall be maintained in a secure manner so as to not be accessible to unauthorized persons.

- (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates, and any other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by replacement, reglazing, or boarding of the windows so as to meet all applicable laws, codes and regulations.
- (c) If the owner of the property is a corporation, partnership, and/or out-of-area mortgagee, a local property management company shall be contracted by the owner to perform monthly inspections to verify compliance and the requirements of this article, and any other applicable laws.
- (d) Properties subject to the provisions of this article shall be posted with the name, address, and 24-hour contact phone number of the local property management company. The posted sign shall be no less than eighteen (18) inches by twenty-four (24) inches, and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain, along with the name, address, and 24-hour contact phone number, the language "THIS PROPERTY IS MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS" with the applicable contact information. All information thereupon shall be clear, legible, and updated as required.

The posted sign shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street; secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street; or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visual from the street to the front of the property. Exterior posting shall be constructed of and printed with weather-resistant materials.

- (e) The local property management company shall inspect the property as required herein to ensure that the property is in compliance with this article and shall keep a log of the inspection results. Upon request of the City, the local property management company shall provide a copy of the inspection log to the City.

Sec. 11-210. Responsibility for compliance.

- (a) It is the responsibility of the owner to maintain the owner's property in accordance with the provisions of this article. A mortgagee of any mortgage agreement which exists on abandoned real property that is in violation of this article shall be a responsible party for compliance

with this article upon the filing of a lis pendens and/or action, the purpose of which is to foreclose upon the mortgage or similar instrument that secures debt upon the residential real property. The mortgagee's responsibility for compliance with the provisions of this article shall only be effective during periods of time that the property shall be vacant and in foreclosure. The responsibility of the mortgagee shall remain until such time as the subject property is sold or transferred to a new owner, or the foreclosure action described herein is dismissed.

Sec. 11-211. Additional authority.

- (a) If an appropriate enforcement officer has reason to believe that a property subject to the provisions of this article is posing a serious threat to the public health, safety and welfare, the enforcement officer may bring the violation before the code enforcement special magistrate, or a court of competent jurisdiction as soon as possible to address the conditions of the property.
- (b) If there is a finding that the condition of the property is posing a serious threat to the public health, safety and welfare, then the code enforcement special magistrate or a court of competent jurisdiction may direct the City to abate the violation and charge the mortgagee with the cost of abatement.
- (c) If the mortgagee does not reimburse the City for the cost of abatement within thirty (30) days of the City sending the mortgagee the invoice, then the City may lien the property with the cost of abatement, along with any and all administrative fees allowed by law to recover the administrative personnel services.

Sec. 11-212. Adoption of rules and regulations.

The City Manager, or designee, is authorized and empowered to adopt rules and regulations as may be reasonable necessary and available to carry out the terms of this article.

Sec. 11-213. Provisions supplemental.

Nothing contained in this article shall prohibit the City from enforcing its codes by any other means, including, but not limited to injunction, abatement or as otherwise provided by law or ordinance.

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances

ORDINANCE NO: 4024

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of the City of Riviera Beach, and the sections of this Ordinance may be renumbered to accomplish such intentions.

SECTION 3. If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

SECTION 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Specific authority is hereby granted to codify this Ordinance.

SECTION 6. That this Ordinance shall become effective immediately upon its passage on second and final reading.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORDINANCE NO: 4024
PAGE 10

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

PASSED AND ADOPTED on second and final reading this 17TH day of
JULY, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



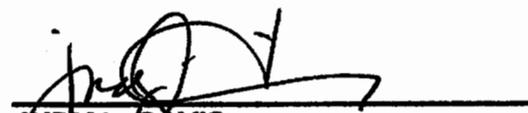
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

ORDINANCE NO: 4024
PAGE 11

1ST READING

2ND & FINAL READING

MOTIONED BY: D. PARDO

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

SECONDED BY: B. GUYTON

C. THOMAS AYE

C. THOMAS AYE

D. PARDO AYE

D. PARDO AYE

B. GUYTON AYE

B. GUYTON AYE

J. DAVIS AYE

J. DAVIS AYE

T. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/13

RESOLUTION NO. 142-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION INSTALLING AN EIGHT (8) FOOT WALL ALONG THE SR710 CORRIDOR (A.K.A. DR. MARTIN LUTHER KING JUNIOR BOULEVARD), FROM NORTH CONGRESS AVENUE TO OLD DIXIE HIGHWAY, IN ORDER TO HELP MITIGATE IMPACTS STEMMING FROM THE SR710 ROADWAY WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is widening SR710 (A.K.A. Dr. Martin Luther King Junior Boulevard); and

WHEREAS, in order to widen this roadway corridor, FDOT acquired property within the City, including residentially zoned parcels; and

WHEREAS, FDOT's acquisition of residential property has caused impacts to existing neighborhoods, especially where backyards once abutted single family homes and now are adjacent to the expanded roadway, resulting in increased proximity to traffic noise and headlights; and

WHEREAS, FDOT desires to help mitigate these impacts by installing an eight (8) foot wall along the SR710 corridor from North Congress Avenue to Old Dixie Highway; and

WHEREAS, the City Council of the City of Riviera Beach is in support of the installation of the aforementioned wall to help protect the health, safety and welfare of the residents of the City, especially those residents adjacent to SR710.

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 is in support of FDOT installing an eight (8) foot wall along the SR710 corridor, from North Congress Avenue to Old Dixie Highway in order to protect the health, safety and welfare of the residents of the City.

SECTION 2. This Resolution shall take effect immediately upon approval.

RESOLUTION NO. 142-13
PAGE 2

PASSED and APPROVED this 6 day of November, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

Absent

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



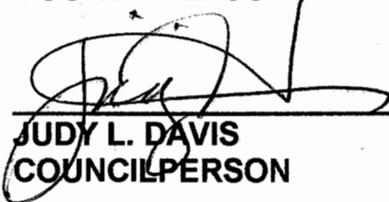
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS ABSENT

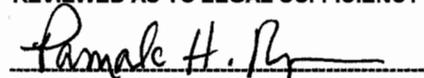
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/6/13

RESOLUTION NO. 143-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 2014 DR. MARTIN LUTHER KING, JR. BUDGET AND ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City of Riviera Beach recognizes and celebrates the birthday of the former Civil Rights Leader Dr. Martin Luther King, Jr. ; and

WHEREAS, staff is requesting City Council's approval for the 2014 Dr. Martin Luther King, Jr. Budget and activities; and

WHEREAS, City Council approved funds for the 2013 – 2014 Dr. Martin Luther King, Jr. Celebration in the amount of \$19,000.

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

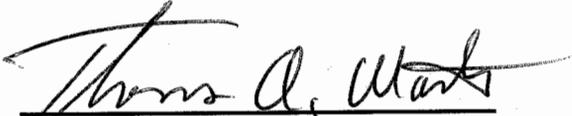
SECTION 1. That the below 2014 revenue and 2013 expenditures be approved for the 2014 Dr. Martin Luther King, Jr. Celebrations.

<u>REVENUE -2014</u>		<u>EXPENDITURES - 2013</u>	
General Fund Contingency	\$19,000	Youth Praise Dance	\$2,146
MLK Parade Activity Fees	\$950	Extravaganza/Kick Off	
Vendor Fees	\$2,300	Senior Citizen Luncheon	\$9,192
Souvenir Journal	\$2,000	Gala Parade	\$4,343
Banquet fees	\$5,000	Gospel Extravaganza	\$1,010
Donations	\$1,000	Interfaith Prayer Breakfast	\$4,230
TOTAL	\$30,250	TOTAL	\$20,921

SECTION 2. This Resolution shall take effect upon its passage.

PASSED AND APPROVED this 6 day of November 2013.

APPROVED:

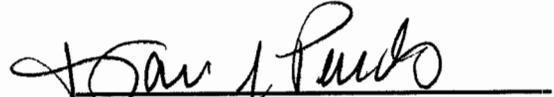


THOMAS A. MASTERS
MAYOR

Absent

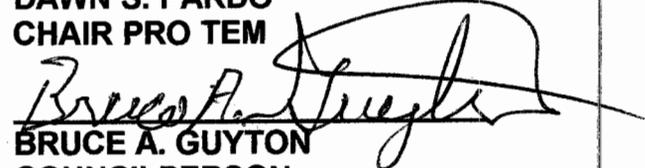
CEDRICK A. THOMAS
CHAIRPERSON

MUNICIPAL SEAL

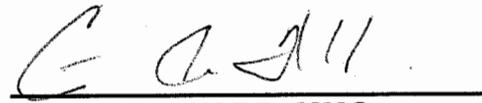


DAWN S. PARDO
CHAIR PRO TEM

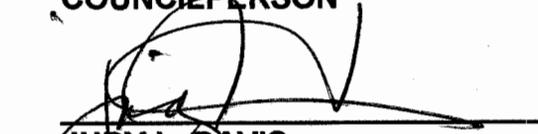
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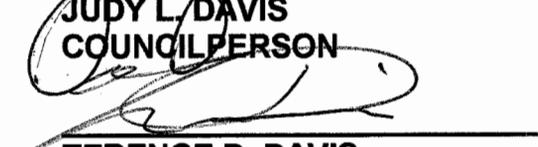
BRUCE A. GUYTON
COUNCILPERSON



CARRIE E. WARD, MMC
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

D. PARDO AYE

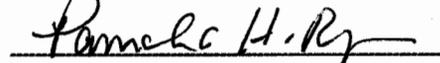
J. DAVIS AYE

B. GUYTON AYE

C. THOMAS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/6/13

RESOLUTION NO. 144-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASES OF A NEW FORD EXPLORER FROM DON REID FORD AND A NEW CHEVY TAHOE FROM ALAN JAY FLEET SALES BY PIGGYBACKING OFF THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NUMBERS 13-21-0904 AND 12-20-0905 IN THE AMOUNT OF \$60,494.99; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 310-1232-572-0-6452 FOR THE VEHICLE PURCHASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Five (5) Year Vehicle Replacement Plan provided by the Vehicle Maintenance Division, Parks and Recreation is eligible to replace two (2) vehicles; and

WHEREAS, per the Florida Sheriff's Association Bid, Parks and Recreation will purchase two (2) new vehicles for its Administrative Personnel to eliminate the need for expensive future repairs and to update its fleet.

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

SECTION 1. That the City Council authorizes the purchases of one (1) Ford Explorer from Don Reid Ford and one (1) Chevy Tahoe from Alan Jay Fleet Sales by piggybacking from the Florida Sheriff Association Contract numbers 13-21-0904 and 12-20-0905.

SECTION 2. The Director of Finance and Admin Services is authorized to make payment for said vehicles from account number 310-132-572-0-6452 in the amount of \$60,494.99.

SECTION 3. That the Resolution take effect upon its passage and approval by City Council.

PASSED AND APPROVED THIS 6 DAY OF November, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

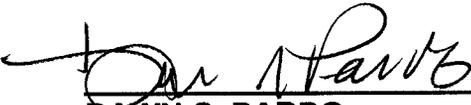
Absent

CEDRICK A. THOMAS
CHAIRPERSON

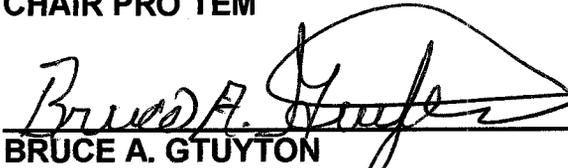
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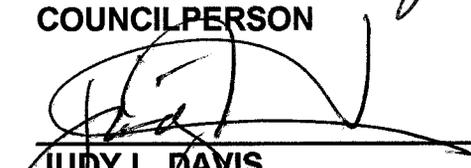
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

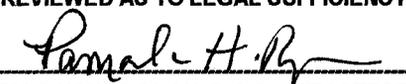
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/6/13

RESOLUTION NO. 145-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, GRANTING THE DEFERMENT OF \$172,425 IN BUILDING PERMIT FEES FOR THE RIVIERA BEACH HOUSING AUTHORITY TO CONSTRUCT A 75 UNIT SENIOR RESIDENTIAL BUILDING AND 13 RESIDENTIAL DUPLEXES AT THE FORMER IVY GREEN VILLAGE SITE TO BE KNOWN AS HERON ESTATES FOR A PERIOD OF 11 YEARS AS PART OF THE REQUIREMENT OF THE FLORIDA HOUSING FINANCE CORPORATION'S APPLICATION PROCESS; THE ENTIRE AMOUNT OF \$172,425 WILL BE PAID TO THE CITY IN YEAR 11; AUTHORIZING STAFF TO DRAFT A REPAYMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Riviera Beach Housing Authority (RBHA) is a public agency with the mission of providing safe, decent and affordable housing for low and moderate income individuals and families, and

WHEREAS, RBHA seeks to improve the quality of living for senior citizens in Riviera Beach by partnering with Norstar Development, USA L.P., to develop a 75 unit 3 story senior residential building and 13 residential duplexes (26 units) at the former Ivy Green Village Site located on the west side of Congress Avenue, south of Blue Heron Boulevard to be known as Heron Estates Senior; and

WHEREAS, the City of Riviera Beach desires to assist RBHA in its mission to provide quality housing for seniors; and

WHEREAS, the total construction costs projected by the RBHA for this development is \$17,358,238 and the City estimates the building permit fees for the construction of the 75 unit 3 story senior residential building and the 13 residential duplexes (26 units) to be approximately \$407,000; and

WHEREAS, RBHA is applying for a tax credit with the Florida Housing Finance Corporation (FHFC) and as a part of the application process is requesting that the City grant a deferment for 11 years of a portion of the building permit fees for the construction of the 75 unit 3 story senior residential building and the 13 residential duplexes (26 units) in the amount of \$172,425; and

WHEREAS, the deferment period would be for a period of 11 years to meet the needed \$75,000 minimum value as set out in the FHFC application, at

which time the entire \$172,425 deferment amount will be paid in one lump sum to the City.

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

SECTION 1. That the City Council agrees to defer a portion of the building permit fees for the RBHA's planned 3 story senior residential building and the 13 residential duplexes (26 units) in the amount of \$172,425 for a period of 11 years.

SECTION 2. That the City and RBHA will enter into a repayment agreement if RBHA is awarded the tax credit by Florida Housing Finance Corporation prior to submittal of the site plan to the City.

SECTION 3. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 6 DAY OF November, 2013.

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APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

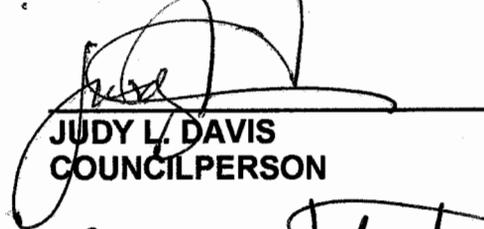
ATTEST:

 11/6/13

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO-TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

C. THOMAS ABSENT

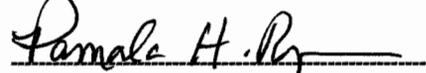
D. PARDO NAY

J. DAVIS AYE

B. GUYTON AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 11/6/13

RESOLUTION NO. 146-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 410-13 FOR THE INSTALLATION OF THE MARINA FUEL SYSTEM AT THE CITY MARINA TO PETROLEUM MARINE CONSULTANTS, LLC. OF WELLINGTON FLORIDA, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$172,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT; AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME FROM THE GENERAL GRANT ACCOUNT 422-0000-575-4-6251; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has begun phase two (2) of the marina project and will reestablish a fuel dock and fueling station at the end of "D" dock once completed; and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (4010), an Invitation for Bid was publicly solicited for qualified contractors to furnish and install the necessary piping, sumps, pumps and to refurbish and reinstall the fuel dispensers and hose reels; and

WHEREAS, Two (2) companies responded to Invitation for Bid No. 410-13 and Petroleum Marine Consultants, LLC., of Wellington, Florida submitted the lowest responsive and responsible bid in the amount of \$172,000.00.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract to complete the installation of the marina fuel system at the City marina to Petroleum Marine Consultants, LLC., Florida, and authorizes the Mayor and City Clerk to execute a construction services contract for same.

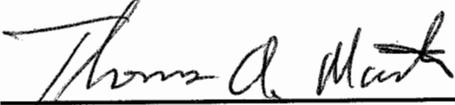
SECTION 2. The City Council authorizes the Director of Finance and Administrative Services to make payment from the appropriate account.

SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 15% of the contract award amount.

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

PASSED AND APPROVED THIS 6 DAY OF November 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

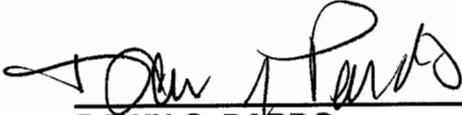
Absent

CEDRICK A. THOMAS
CHAIRPERSON

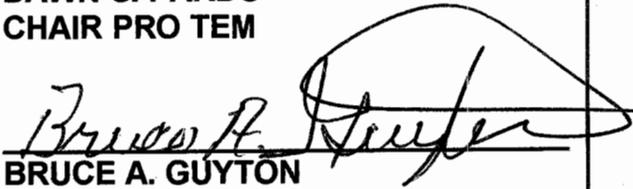
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

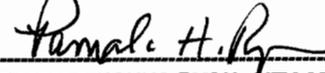
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/6/13

CITY OF RIVIERA BEACH CONTRACT FOR CONSTRUCTION

This Contract is made as of this 6 day of November, 2013, by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Petroleum Marine Consultants LLC., of Wellington Florida, [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is: 20-1401440.

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

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide and install the marina fuel system at the CITY's marina, as more specifically set forth in the Scope of Work and Bid Schedule detailed in Exhibits "A" and "B", attached hereto and made a part hereof, and in the Invitation to Bid #410-13.

The CITY's representative/liaison during the performance of this Contract shall be Ed Legue, Marina Director, telephone no. (561) 845-3408.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried out at a rate to insure its full completion in 90 days after the date of the official notice to proceed, the rate of progress and time of completion being essential conditions of this contract.

- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred fifty (\$250.00) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.

- C. Reports - Reports and other items shall be delivered as required by the project manager and/or City Engineer. The contractor shall be available for periodic meeting not less than 2 times per month.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal/bid amounts set forth in bid schedule documents, Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the project, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY's representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. Progress Payments - Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges

shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a

determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR's subcontractors must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

Once a subcontractor is listed in a CONTRACTOR's response to an RFP or a BID and the CONTRACTOR wishes to change a subcontractor, if the response or bid has been accepted by the CITY, then specific approval from CITY staff must be given prior to any change in subcontractors. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the ENGINEER's specific agreement with the subcontractor including issues of pricing.

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

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

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

ARTICLE 8 – SBE PARTICIPATION

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

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance 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 CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. Contractor shall maintain Builder's Risk Insurance for all work to be prepared at the Site to the full insurable value thereof. This insurance shall include the interest of the City of Riviera Beach, in the specific materials, construction, labor and final built product, and shall insure against the perils of fire, hurricane, flood, wind-driven rain and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, wind, theft, vandalism and malicious mischief. If not covered under the "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored offsite or in transit when such portions of the work are to be included in an application for payment. The Contractor shall be responsible for policy deductibles.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Long Shoreman's Insurance in the amount of \$500,000.00.
- D. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

- 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. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.
- G. All insurance, other than Workers' Compensation insurance, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this 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 shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

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

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law, 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 a 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 CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record 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.

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - LICENSES, APPROVALS AND PERMITS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

**CITY OF RIVIERA BEACH
c/o EDWIN C. LEGUE, MARINA DIRECTOR
600 WEST BLUE HERON BOULEVARD
RIVIER BEACH FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**PAUL J. DOYLE
PETROLEUM MARINE CONSULTANTS LLC
13833 WELLINGTON TRACE E4 #207
WELLINGTON FL 33414**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

Marina docks project standard contract 8.7.12, updated 10.28.13

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

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

If the specifications, the CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY

Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR's expense.

ARTICLE 33- WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the Marina fueling system and components, shall be guaranteed by the product Manufacturer, if any, for a minimum period of 1 year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material defect and workmanship for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR. The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacturer's warranty as it relates to the materials and parts used to construct the seawall/bulkhead.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include

the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if

not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the contract in its entirety and all attachments in the Bid Documents, Technical Specifications, Construction Manual and Addenda as contained in the City of Riviera Beach Bid #410-13. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and any other applicable requirements. To the extent that there exists a conflict between this Contract and the Contractor's response to the City's Bid # 410-13, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - 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 45 - 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 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, 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 or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

- b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in

part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Sub recipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Sub recipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Sub recipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RIVIERA BEACH

CONTRACTOR
Petrodecim Marine Consultants, LLC

BY: *Thomas A. Masters*
THOMAS A. MASTERS,
MAYOR

BY: *Paul J. Doyle*
PAUL J. DOYLE
PRESIDENT

ATTEST:

BY: *C. E. Ward 11/6/13*
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS
BY: *[Signature]*
EDWIN C. LEGUE,
MARINA DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
BY: *Pamela H. Ryan*
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

Date: 11/5/13

EXHIBIT "A"**SCOPE OF WORK**

The Project includes the installation of underground diesel and gasoline fuel distribution piping including onshore transition sump with required safety valves. The new piping will be tied to the existing underground fuel distribution system at the marina located approximately 30 – 40 feet landward of the existing bulkhead. Fuel tanks are existing and not a component of this project. The onshore piping will be routed through existing sleeves previously installed through the bulkhead structure. Waterward of the bulkhead, the project includes the installation of over-water diesel and gasoline fuel distribution piping including dispenser sumps, fittings, valves and all required electrical / communication components. The Contractor will be required to route / install over-water piping through fixed / floating dock systems including gangway that are currently under construction by the City. Three dual-fuel product dispensers with hose reels will be provided by the City for installation by the Contractor. The dispensers and hose reels were in service for several years at the marina and were recently removed and stored on site as part of the ongoing marina reconstruction project. Dispensers and hose reels will require a minimal amount of refurbishment such as replacement of stainless steel covers, hoses and nozzles. The project will require the reconnection of the City's existing Veeder Root and point of sale systems located within the existing marina office.

EXHIBIT "B"

**BID SCHEDULE
CITY OF RIVIERA BEACH
INVITATION FOR BID (IFB) 410-13
MARINA FUEL SYSTEM INSTALLATION**

NO	DESCRIPTION	BID/ QUANTITY	UNIT	UNIT PRICE	LINE ITEM BID/AMOUNT
1	Mobilization / Demobilization	1.0	LS	4700	4700
2	Furnish and install underground upland gasoline and diesel distribution piping including upland transition sump with safety valves, fittings and other components depicted on the plans.	1.0	LS	25,000	25,000
3	Furnish and install overwater gasoline and diesel distribution piping including dispenser sumps, fuel pull boxes safety valves, fittings and other components depicted on the plans.	1.0	LS	70,000	70,000
4	Furnish and install overwater in-slip hydrant fueling system for fuel cart connection. Fuel cart not to be included as part of bid. Includes hydrant sump w/ water tight lid, valves, Kamvalok adapter, fittings and other components depicted on the plans.	1.0	LS	3,000	3,000
5	Re-install Fuel Dispenser No. 1 as per Fuel System Scope of Work described on the plans	1.0	LS	2,000	2,000
6	Re-install Fuel Dispenser No. 2 as per Fuel System Scope of Work described on the plans	1.0	LS	1,000	1,000
7	Re-install Fuel Dispenser No. 3 as per Fuel System Scope of Work described on the plans	1.0	LS	1,000	1,000
8	Furnish and install emergency shut-off buttons with built-in alarms, signage, posts and all hardware.	1.0	LS	2,000	2,000
9	Furnish and install electrical conduit for future E-Stop to be located at future marina office	1.0	LS	1,000	1,000
10	Furnish materials and labor for the reconnection of applicable fuel components to the existing Veeder Root System located within marina office immediately upland of the fuel pier	1.0	LS	5,000	5,000
11	Furnish and install upland / onshore and overwater electrical distribution system including conduit, wire and other components depicted on the plans	1.0	LS	25,800	25,800
12	Allowance for replacement of stainless steel hose reel covers	6.0	EA	\$ 1,500.00	\$9,000.00
13	Allowance for replacement of stainless steel dispenser cabinet panels	6.0	EA	\$ 750.00	\$4,500.00
14	Upland site restoration	1.0	LS	2,100	2,100
15	Insurance, Bonding, License Fees and other miscellaneous items not included in this Bid Schedule	1.0	LS	5,100	5,100
16	City Building Permit Allowance	1.0	LS	\$ 6,000.00	\$6,000.00
17	Federal, State and/or County Permit Acquisition - Labor and Expense	1.0	LS	1,000	1,000

Total Base Bid in Writing: *One Hundred seventy-two thousand dollar & zero cents*

Bid schedule has been prepared to include major components of work. It shall be the contractor's responsibility to review plans and specifications and to bid accordingly.

RESOLUTION NO. 147-13

*Item Deleted
11/10/13*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE OCEAN MALL GROUND LEASE-RETAIL WHICH INCLUDES A PAYMENT TO THE CITY OF \$150,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO DEPOSIT THE \$150,000 IN ACCOUNT NUMBER 001-1236-572-0-4603 FOR EXPENDITURES TO REPLACE OR REPAIR EQUIPMENT NEEDED AT THE MUNICIPAL BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company, as Tenant ("OMRD"); and

WHEREAS, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

WHEREAS, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

WHEREAS, on or about April 24, 2013, GSF Florida Retail LLC became the Tenant under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

WHEREAS, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

WHEREAS, on or about May 15, 2013, the parties entered into the First Amendment to Ground Lease – Retail (the "First Amendment") to facilitate further extension to complete the Phase I construction required of the Tenant by the DDA to May 31, 2014, and further requiring the Tenant to pay an additional \$250,000; and

WHEREAS, the First Amendment provides that in the event that Phase I is not completed by May 31, 2014, the Lease will automatically terminate and the Premises will be surrendered to the City, except in the instance that failure to complete Phase I is based upon "Unavoidable Delay" as defined in Section 35(o) of the Lease; and

WHEREAS, the City Council authorized the assignment of the Ocean Mall Ground Lease-Retail to TJAC Singer Island, LLC, in August 2013; and

WHEREAS, GSF Florida Retail LLC and TJAC Singer Island, LLC, are requesting the City enter into a Second Amendment to amend Section 25(d) and Section 36 of the Lease to provide the Leasehold Mortgagee the right to enter into a new lease with the City upon the termination of the Lease with Tenant, pursuant to Section 36 or other Event of Default, as defined in Article 14 of the Lease, and further requiring Leasehold Mortgagee to pay \$150,000 for an additional extension to complete Phase I by November 30, 2014, with additional amounts of \$41,666.00 per month to be paid for every month thereafter that Phase I is not completed (not to exceed 12 months).

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 Second Amendment to the Ocean Mall Ground Lease-Retail is hereby approved; said Amendment is attached hereto.

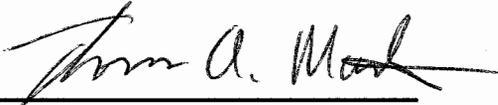
SECTION 2. That the Mayor and City Clerk are authorized to execute the Second Amendment on behalf of the City.

SECTION 3. That the Director of Finance and Administrative Services is authorized to deposit the \$150,000 in account #001-1236-572-0-4603 for expenditures to replace and/or repair equipment and structures at the municipal beach park.

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

PASSED and APPROVED this 6 day of November, 2013.

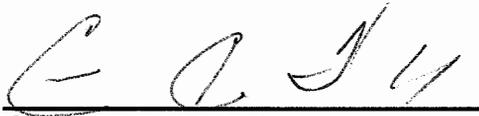
APPROVED:



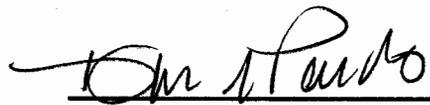
THOMAS A. MASTERS
MAYOR

absent

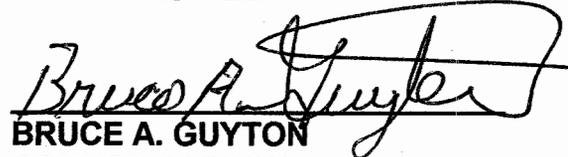
CEDRICK A. THOMAS
CHAIRPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

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

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____