

RESOLUTION NO. 49-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE ONE (1) 75 FOOT PIERCE LADDER TRUCK UNDER THE STATE OF FLORIDA SHERIFFS ASSOCIATION PURCHASING CONTRACT #11-10-1202, FROM PIERCE MANUFACTURING, INC., IN THE TOTAL AMOUNT OF \$690,050.69; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SEVEN (7) YEAR LEASE/PURCHASE AGREEMENT UPON REVIEW AND APPROVAL OF THE CITY ATTORNEY; AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 303-0920-522-0-6451 IN THE AMOUNT OF \$98,578.67 PER YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fire Rescue provides fire protection services; and

WHEREAS, Fire Rescue is in need of a 2nd Ladder truck to help maintain the continuation of operations and ISO ratings; and

WHEREAS, The City maintains an Impact Fee account for Fire Rescue to fund capital equipment needs; and

WHEREAS, Fire Rescue is requesting approval to purchase one (1) 75 foot Pierce Ladder Truck under the State of Florida sheriffs Purchasing Contract # 11-10-1202, through a seven (7) year lease purchase Agreement.

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

Section 1: The purchase of one (1) 75 foot Pierce Ladder Truck under the State of Florida Sheriffs Purchasing Contract # 11-10-1202, from Pierce Manufacturing, inc. is approved.

Section 3: The City Clerk and Mayor are authorized to execute a seven (7) year lease/purchase Agreement with Pierce Manufacturing in the amount of \$98,578.67 per year upon the review and approval of the City Attorney.

Section 3: The Mayor and Interim Finance Director are authorized to make payment to Pierce Manufacturing, Inc. in the total amount of \$690,050.69 from account number 303-0920-522-0-6451.

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

RESOLUTION NO. 49-12
PAGE 2

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Billie E. Brooks
BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

C. E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Dawn S. Pardo
DAWN S. PARDO
CHAIR PRO TEM

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

Shelby L. Lowe
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Thomas

SECONDED BY: Pardo

B. BROOKS Aye

D. PARDO Aye

J. DAVIS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/23/12

RESOLUTION NO. 50-12 WAS OMITTED

RESOLUTION NO. 51-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PARTNERING WITH THE OFFICE OF THE MAYOR AND RESIDENTS IN SPECIFICED NEIGHBORHOODS IN ESTABLISHING MORE NEIGHBORHOOD CRIME WATCH AND CRIME PREVENTION INITATIVES, INCLUDING SHORT NEIGHBORHOOD WALKS AND SECURITY CAMERAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, residents in some City neighborhoods have recently encountered acts of violence, particularly youth committing violence against other youth within the last year; and

WHEREAS, in response, the Mayor has taken the lead in helping residents in the affected neighborhoods to become more engaged in working with one another and with neighborhood organizations, ie. The Youth Recreation Association, city officials and law enforcement to find solutions; and

WHEREAS, the Mayor is joining approximately 30 to 40 residents in specified communities as they walk three to four blocks on the sidewalks in their neighborhoods to show solidarity; and the Mayor is encouraging the establishment of neighborhood crime watch groups and the implementation of other crime prevention measures, including the distribution of "No Violence On My Block" signs for homeowners' front yards; and

WHEREAS, in partnership with the City Council, using Proceeds from the Waste Management Community Benefit Fund, the Mayor has implemented a program providing security cameras to Neighborhood Crime Watch groups, local businesses and concerned citizens, working in conjunction with law enforcement fighting crime throughout the city; and

WHEREAS, the Mayor feels that these initiatives will benefit residents in the affected communities, develop stronger relations among neighbors, establish a crime watch program in the neighborhoods thereby promoting closer cooperation with law enforcement and youth organizations, to help curb criminal activity.

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

SECTION 1. The City hereby supports the Mayor's Neighborhood Crime Watch and Crime Prevention initiatives set out herein.

SECTION 2. This Resolution shall take immediate effect upon its passage and approval by the City Council.

PASSED and APPROVED this 2 day of May, 2012.

APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

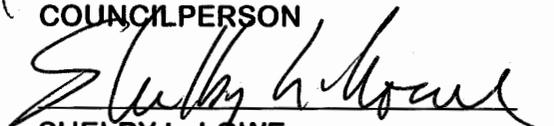
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

RESOLUTION 51-12
PAGE 3

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

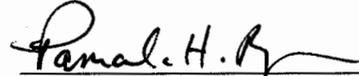
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/26/12

RESOLUTION NO. 52-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REVISED POLICY GOVERNING INTERDEPARTMENTAL AND PUBLIC USAGE OF THE CITY'S GOVERNMENT ACCESS CHANNEL, RBTV-18; AND PROVIDING AN EFFECTIVE DATE.

NOT APPROVED AT THE MAY 16, 2012 REGULAR CITY COUNCIL MEETING

RESOLUTION NO. 53-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE SUBMITTAL OF A \$75,000 MATCHING GRANT APPLICATION AND ACCEPTANCE OF SAME FOR THE DESIGN OF FUTURE IMPROVEMENTS FOR BICENTENNIAL PARK, UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM (WAP); AND UPON NOTIFICATION OF APPROVAL BY FIND AUTHORIZE THE INTERIM FINANCE DIRECTOR TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Inland Navigation District (FIND) Waterways Assistance Program (WAP) for FY 2012 provides municipalities with the opportunity to submit for grant money; and

WHEREAS, The City and Riviera Beach Community Redevelopment Agency (CRA) are working together to submit application for FIND WAP matching grant in the amount of \$75,000 for improvements to Bicentennial Park; and

WHEREAS, Bicentennial Park currently provides waterway access to the intra-coastal, including but not limited to county parks such as Peanut Island and Phil Foster; and

WHEREAS, The City and CRA are interested in carrying out the following described project for the enjoyment of the citizens of Riviera Beach and the State of Florida:

Project Title: Bicentennial Park Improvements – Phase I

Total Estimated Cost: \$ 150,000

Brief Description of Project: Bicentennial Park is currently part of a large, passive parcel. The City of Riviera Beach and the Riviera Beach Community Redevelopment Agency have obtained a bank loan to revitalize the entire almost-30-acre marina area, including renovation of the park. The master plan for the park includes assorted beach activities, including a canoe launch, sailing facilities for disabled youths and others, and enhanced beach access. The park will provide enhanced water access (via canoe, paddleboat, private vessel, and other means) to other nearby waterfront destinations, including public parks, marinas, and the popular Peanut Island Park. In addition, the park fronts a designated preserve area with rare marine species, and thus provides an opportunity for a nature trail and educational signage.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above; and

WHEREAS, The application will assist the City & CRA in funding the design and permitting of the park.

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 authorizes the City Manager to submit a grant application to the Florida Inland Navigation District in the amount of \$75,000, 50% of the actual cost of the project.

SECTION 2. The City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Riviera Beach for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the

RESOLUTION NO. 53-12
PAGE 3

SECTION 3. The Interim Finance Director is authorized to establish the budget for the \$75,000 matching WAP FIND grant.

SECTION 4. This Resolution shall take effect immediately upon approval.

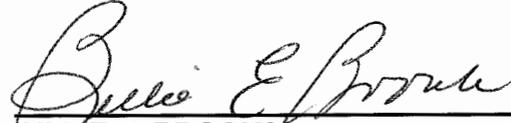
PASSED and APPROVED this 16TH day of MAY, 2012.

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APPROVED:

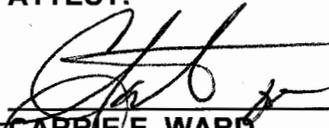


THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

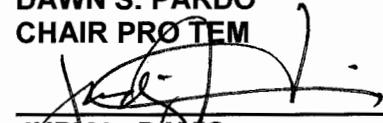
ATTEST:



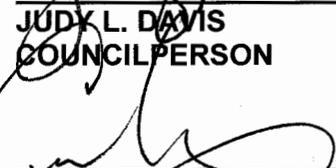
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



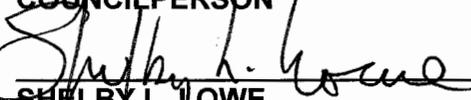
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

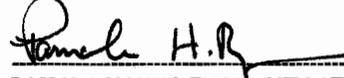
C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/16/12

RESOLUTION NO. 54-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING FINAL PAYMENT TO SAMADI ENGINEERING, INC. FOR PROJECT ADMINISTRATION SERVICES RELATED TO THE BLUE HERON BOULEVARD/SR AIA LOCAL AGENCY PROGRAM (LAP) PROJECT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$33,660 FROM THE CITY'S CAPITAL PROJECTS FUNDS TO SAMADI ENGINEERING, INC. FOR PROJECT ADMINISTRATION SERVICES RELATED TO THE BLUE HERON BOULEVARD/SR AIA LAP PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In 2008, Lal J. Samadi, of Samadi Engineering, Inc., entered into an agreement with the City to perform project administration services for the Blue Heron Boulevard/SR AIA LAP project; and

WHEREAS, on March 27, 2012, Mr. Samadi submitted a 30 day notice to the City terminating his contract with the City as of April 27, 2012; and

WHEREAS, as of April 27, 2012, Mr. Samadi's last day managing the LAP project, the LAP project has been assigned to the Public Works Department for completion.

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

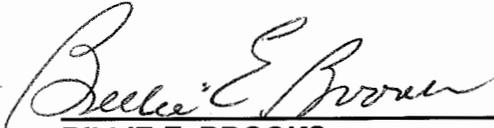
SECTION 1. That the Interim Finance Director is authorized to make final payment from the appropriate capital projects funds to Samadi Engineering Inc. in the total amount of \$33,660 for project administration services related to the Blue Heron Boulevard/SR AIA LAP project.

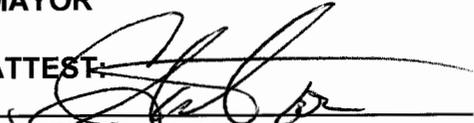
SECTION 2. This resolution shall become effective upon its passage.

PASSED AND APPROVED this 16TH day of MAY, 2012

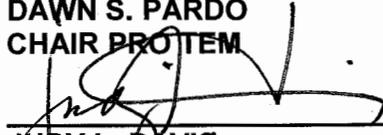
APPROVED:


THOMAS A. MASTERS
MAYOR

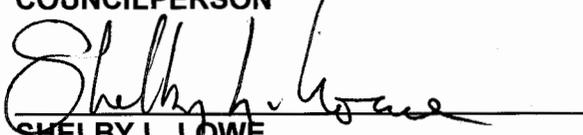

BILLIE E. BROOKS
CHAIRPERSON

ATTEST: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

C. THOMAS AYE

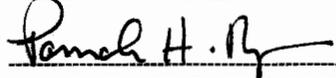
D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/8/12

RESOLUTION NO. 55-12

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 INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR CONTINUATION OF THE YOUTH EMPOWERMENT PROGRAM IN THE AMOUNT OF \$25,000; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Commission of Palm Beach County continues their development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

WHEREAS, the Youth Empowerment Teen Program meets the requirements for administering youth prevention/intervention services; and

WHEREAS, on December 5, 2006, the Board of County Commissioners (BCC) approved funding to initiate partnerships with Riviera Beach, West Palm Beach, and Lake Worth to implement the Youth Violence Prevention Project, and

WHEREAS, the Criminal Justice Commission, upon direction from the Board of County Commissioners, continues the development of a Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

WHEREAS, the County agreed to reimburse the City for expenses from the Department of Justice grant, up to the amount of \$34,590, from October 1, 2010, through March 31, 2012, for the Youth Violence Prevention Project; and

WHEREAS, the City did not expend all funds prior to the expiration of the original Agreement; and

WHEREAS, the parties mutually desire to reinstate the terms of the original Agreement, extending the date to September 30, 2012, adding an additional \$25,000 for youth empowerment center youth interest-based programs for a total of up to \$59,590.

APPROVED:

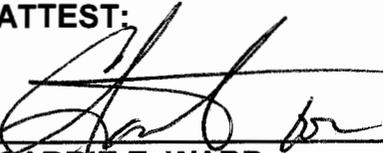


THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM,



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

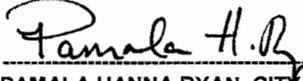
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/2/12

RESOLUTION NO. 56-12

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 COMMENCING JUNE 25, 2012 – AUGUST 3, 2012 BETWEEN THE CITY AND WORKFORCE ALLIANCE, INC., TO PERMIT THE CITY OF RIVIERA BEACH TO BECOME A HOST WORKSITE FOR SUMMER JOBS PROGRAM FOR YOUTH AND YOUNG ADULTS AGES 17 - 21; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Workforce Alliance, Inc. is an agency funded through Palm Beach County; and

WHEREAS, Workforce Alliance, Inc. will operate a Summer Youth Employment and Training Program throughout Palm Beach County for participants ages 17 – 21 for six (6) weeks during the summer months of June 25, 2012 – August 3, 2012; and

WHEREAS, the City of Riviera Beach will be a host worksite for participants and provide supervised, safe, and meaningful employment opportunities; and

WHEREAS, Workforce Alliance will pay the participants' wages and provide workers' compensation coverage.

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

SECTION 1. That the Mayor and City Clerk be authorized to execute an Agreement commencing June 25, 2012 – August 3, 2012 between the City and Workforce Alliance, Inc. allowing the City of Riviera Beach to become a host worksite this year for the 2012 Summer Youth Employment and Training Program for youth and young adults ages 17 – 21.

SECTION 2. That Workforce Alliance, Inc. will compensate the participants and provide workers' compensation coverage.

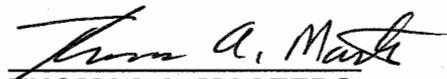
RESOLUTION NO. 56-12
PAGE -2-

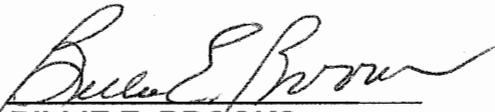
SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

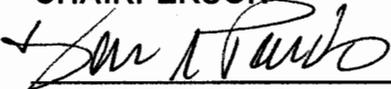
PASSED AND APPROVED this 16TH day of MAY, 2012

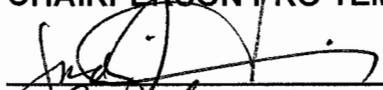
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APPROVED:

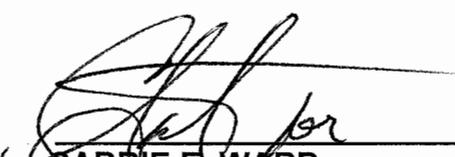

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

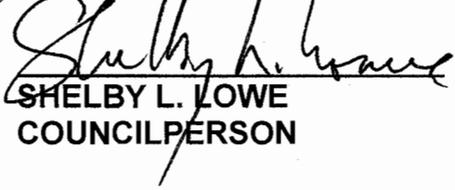

DAWN S. PARDO
CHAIRPERSON PRO TEM


JUDY L. DAVIS
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

Motioned by: D. PARDO

Seconded by: C. THOMAS

B. BROOKS AYE

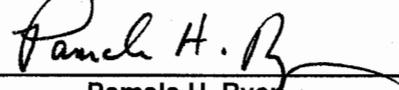
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


Pamala H. Ryan
City Attorney

DATE 5/10/12

RESOLUTION NO. 57-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF NICHOLAS ONOFRIO AND DYLAN DONNELLY, A MINOR VS. THE CITY OF RIVIERA BEACH, CASE NO.: 502010 CA 019126XXXX MB AJ, IN THE TOTAL AMOUNT OF \$1.4 MILLION; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY FROM THE CITY'S LIABILITY INSURANCE TRUST FUND ACCOUNT NO.: 602-0539-513-0-4508, SAID AMOUNT TO BE REIMBURSED AS APPROPRIATE FROM THE CITY'S INSURANCE CARRIERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2009, while swimming at the City's municipal beach, Nicholas Onofrio was involved in a near drowning accident, and when the Riviera Beach lifeguard attempted to provide assistance to Mr. Onofrio, the ATV on which the lifeguard was driving, was not properly parked, and rolled over Mr. Onofrio; and

WHEREAS, Mr. Onofrio was diagnosed a quadriplegic; and

WHEREAS, after several years of litigation including extensive discovery, Mr. Onofrio's claim and that of his minor son, Dylan Donnelly, was tentatively settled in mediation for \$1.4 million, subject to City Council approval, and subsequently subject to court approval.

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

SECTION 1. That settlement in the matter of *Nicholas Onofrio and Dylan Donnelly vs. The City of Riviera Beach, Case No.: 502010CA019126XXXXMBAJ*, is hereby approved in the total amount of \$1.4 million, which includes attorney's fees and costs.

SECTION 2. That said amount shall be paid out of the City's Liability Insurance Trust fund account no.: 602-0539-513-0-4508, and that the City shall be reimbursed by the City's insurance carriers as appropriate. Said amount may be released only after the City receives a general release from the plaintiffs in the case.

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

RESOLUTION NO.: 57-12

PAGE -2-

PASSED and APPROVED this 16th day of May, 2012.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

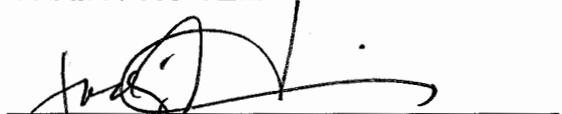
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

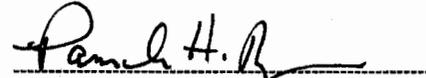
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/9/12

RESOLUTION NO. 58-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARCHITECTS DESIGN GROUP (ADG) INC. TO PERFORM PROFESSIONAL SERVICES IN THE SCOPE OF WORK AS OUTLINED IN WORK ORDER NO. 2; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID WORK ORDER; AND AUTHORIZE THE INTERIM FINANCE DIRECTOR TO MAKE A PAYMENT IN THE AMOUNT OF \$228,143. FROM ACCOUNT NO. 310-0817-521-0-6251; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City is seeking a "State of the Art" energy efficient new Police Department Building utilizing green building technology, Hurricane Category V structural design, consistent with the City's Program schedule and budget for the cost of the work as outlined in RFQ 226-09, Architect's Proposal dated June 9, 2009, the Contract and in executed Work Order No. 1 dated June 2, 2010, to the Contract; and

WHEREAS, The City Council, at its regularly scheduled meeting on December 7, 2010, DISCUSSION & DELIBERATION, Item 14, approved Development Option "C" for the new Police Department Building with an Estimate of Probable Development Costs of \$9,379,020.; and

WHEREAS, The City now desires to move forward with the Schematic Design of the new Police Department Building by the Architect.

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

RESOLUTION NO. 58-12

PAGE 2

SECTION 1: That the Mayor and City Clerk is hereby authorized to execute Work Order No. 2. Architects Design Group (ADG) is authorized to perform professional services in the scope of work as outlined in said Work Order.

SECTION 2: That the Interim Finance Director is authorized to make payment in the amount of \$228,143. to Architects Design Group, Inc. (ADG) for work performed in Work Order No. 2 from Account Number 310-0817-521-0-6251.

SECTION 3: This Resolution shall take effect immediately upon its approval

PASSED and APPROVED this 16TH day of MAY, 2012.

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RESOLUTION NO. 58-12

PAGE 3

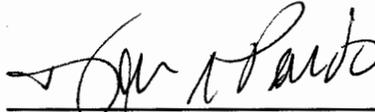
APPROVED:


THOMAS A. MASTERS
MAYOR

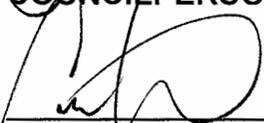

BILLIE E. BROOKS
CHAIRPERSON

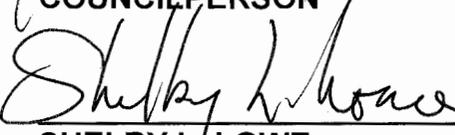
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

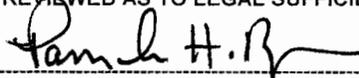
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/7/12

**WORK ORDER #2
NEW POLICE BUILDING REPLACEMENT
CITY OF RIVIERA BEACH
JOB CODE #40956**

THIS WORK ORDER #2 (hereinafter "WO #2") is made as the 3 day of May, 2012, by and between the City of Riviera Beach, Florida, a municipal corporation existing under the laws of the State of Florida (hereinafter "CITY") and ARCHITECTS DESIGN GROUP, INC., a Florida Corporation, (hereinafter "ARCHITECT") in accordance with the Contract for Professional Services entered between the CITY and ARCHITECT on June 2, 2010 (hereinafter "Contract").

RECITALS

WHEREAS, the CITY is seeking a 'State of the Art', energy efficient new Police Department replacement facility utilizing green building technology, Hurricane Category V structural design, consistent with the CITY'S program, schedule and budget for the cost of the work, as outlined in the RFQ #226-09, ARCHITECT'S Proposal dated June 9, 2009, the Contract and in executed WO #1, dated June 2, 2010 to the Contract; and

WHEREAS, the CITY Council, at its regularly scheduled meeting on December 7, 2010, DISCUSSION & DELIBERATION, Item 14, approved Development Option "C" for the new Police Department replacement facility with an Estimate of Probable Development Costs of \$9,379,020.00; and

WHEREAS, the CITY now desires to move forward with the schematic design of the new Police Department replacement facility by the ARCHITECT; and

WHEREAS, the ARCHITECT desires to provide the following services and deliverables to the City.

NOWHEREFORE, in consideration of the premises and mutual covenants herein contained and contained within the Contract, the sufficiency of which is acknowledged by each party, it is hereby agreed that the ARCHITECT shall provide the following services and deliverables to the CITY as set forth in this WO #2:

Section 1: RECITALS. The foregoing recitals are true and correct and incorporated into this WO #2.

Section 2: PHASE II - SCHEMATIC DESIGN. The CITY has a particular interest in employing environmentally responsible designs that optimize site potential in order to minimize energy consumption and reduce the overall cost of maintenance. The CITY seeks a design that promotes a safe and efficient operational flow and provides quick, safe and efficient response patterns for police personnel. The CITY desires a design that reflects the current architectural trends within South Florida and provides a welcoming presence while conveying a compelling Municipal image that will promote pride and generate support from the community. The design shall serve as an architectural inspiration for the future renovations to the current existing police station and as the architectural prototype for external aesthetic enhancements and functional improvement to the entire existing municipal campus complex. All as stated in the original RFQ #226-09 and subsequent ARCHITECT'S Revised Responsive Proposal.

A. Scope of Work.

As further described in the ARCHITECT'S proposal for WO #2 dated April 3, 2012 ("ARCHITECT'S Proposal" hereafter), attached hereto and incorporated herein, ARCHITECT shall provide the following work and deliverables for this Phase of the Work:

1. Review all program and other information it previously prepared or was provided by the Owner and shall review all applicable federal, state and local laws, codes & regulations applicable to the Project. The ARCHITECT shall notify the Owner's Representative, URS, of (a) any inconsistencies discovered in the information reviewed, and (2) other information or consulting services that may be reasonably needed for the project.
2. Develop schematic design documents based on the agreed-upon program, schedule, and budget for the cost of the work. The documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components including the existing site and existing municipal campus. The

schematic design documents shall include a fully permitted site plan and preliminary building plans, sections and elevations. ARCHITECT shall also list any and all professional surveys provided by the CITY. The ARCHITECT shall consider with the CITY/Owner and Owner's Representative environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the agreed-upon program, schedule and budget for the Cost of the Work.

3. Preliminary selections and alternatives options of major building systems and construction materials shall be noted on the drawings and/or described in writing. The Project shall be approximately 48,000 square feet and designed for Category V hurricane winds at a minimum of 156 mph. Project shall be able to support "State of the Art" IT, Security, CCTV, and Multimedia Systems.

4. Propose a minimum of two (2) schematic designs of the New Police Building Replacement, including any design options or variations including proposed floor plans and elevations ("Design Options"). The Design Options are to be presented first to CITY staff, the Police Department and the Owner's Representative for review and approval and then to CITY Council for final review, selection and approval.

5. Develop a Design Criteria Package required for the RFQ for Construction Manager @ Risk construction delivery method.

6. Work closely with the Owner's Representative, CITY staff and the Police Department as a means to remain focused toward a design that will be acceptable to CITY staff, the Police Department and CITY Council.

7. Work cooperatively with the Construction Manager, once selected by the CITY, for all matters related to this WO #2 and future Work Orders issued under the Contract.

B. Deliverables.

1. Narrative on Code compliance, list of required permits and items necessary for their submittals.

2. Proposed Sight Plan w/Narrative.
3. Structural, Mechanical, Electrical, Plumbing and Systems w/Narrative on all Proposed and alternative Options.
4. Drawings of proposed floor plans, North, South, East & West Elevations, emphasizing aesthetic design and transverse building sections in both directions, w/ Narrative.
5. Design Criteria Narrative.
6. Projected Construction Cost Estimates along with a Projected Construction Schedule.
7. Meetings with CITY staff, Owner's Representative and Police Department and presentation to the CITY Council.
8. Community Presentations: Two (2) public presentations, to include schematic drawings and renderings along with two (2) members of the Architectural Team.
9. Six (6) full size sets of the Schematic Design Package and one (1) CD, which has been approved by the CITY enabling the ARCHITECT to proceed with Design Development authorized by separate Work Order.

Section 3: ADDITIONAL SERVICES. Services normally provided by the CITY and/or other professionals that are outside the traditional design scope (but within the contemplated scope of the Contract) are identified as "Additional Services" and further described in the ARCHITECT'S Proposal.

Section 4: COMPENSATION, TIME AND SCHEDULE OF PERFORMANCE. The compensation to be paid the ARCHITECT and the projected time and schedule for WO #2 is further described in the ARCHITECT'S Proposal.

Section 5: MODIFICATIONS TO CONTRACT. The following modifications are made to the Contract which shall apply to all future Work Orders issued under the Contract, unless specifically and expressly modified in a future Work Order:

- A. Section 3: Paragraph "h": ADD "including the requirements of Section 255.2572(2), Florida Statutes, as it applies to 'green' standards."
- B. Section 20, regarding Enforcement Costs, shall be replaced with the following:

SECTION 20: ATTORNEY'S FEES AND WAIVER OF JURY TRIAL. Except as provided in Section 9, INDEMNIFICATION, each party to this Contract shall be responsible for and liable for their own attorney's fees which arise out of or relate to this Contract, including without limitation any dispute related to this Contract. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS CONTRACT.

C. In accordance with Section 6, TERM OF SERVICES AND COMPENSATION, the term of the Contract shall be extended to June 2, 2013 (the first one (1) year extension). ARCHITECT's hourly rates for Additional Services shall be revised per this WO #2 and shall remain the same through June 2, 2013.

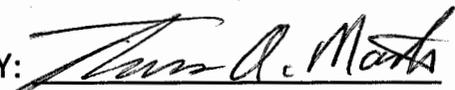
D. All other terms and conditions of the Contract not specifically modified by this WO #2 shall remain the same and in full force and effect.

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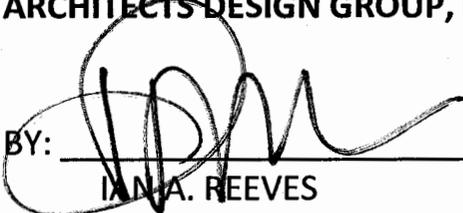
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the CITY and ARCHITECT have agreed to this Work Order #2 on the date first written above.

CITY OF RIVIERA BEACH

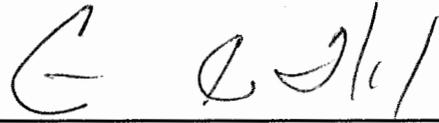
BY: 
THOMAS A. MASTERS
MAYOR

ARCHITECTS DESIGN GROUP, INC.

BY: 
IANA. REEVES
PRESIDENT

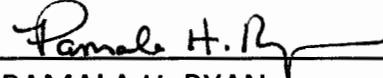
ATTEST:

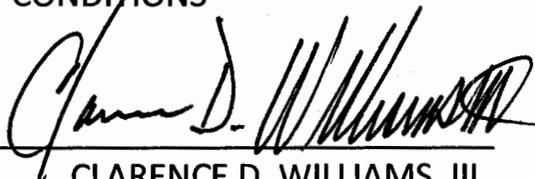
(CORPORATE SEAL)

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
CLARENCE D. WILLIAMS, III
CHIEF OF POLICE

ATTACHMENT

ARCHITECT'S PROPOSAL FOR WO #2 (18 pages)

RESOLUTION NO. 59-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 359-12 FOR THE DEMOLITION, DREDGING AND INSTALLATION OF THE FIXED AND FLOATING DOCKS FOR PHASES 1 AND 2 OF THE MARINA REPLACEMENT PROJECT AT THE CITY MARINA TO MURPHY CONSTRUCTION CO. OF WEST PALM BEACH FLORIDA, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$1,857,106.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance, an Invitation for Bid was publicly solicited for qualified contractors to conduct demolition, dredging and installation of the fixed and floating docks furnish all supervision, personnel, equipment, materials, labor to complete phases 1 and 2 of the project; and

WHEREAS, three (3) companies responded to Invitation for Bid No. 359-12 and Murphy Construction Co. of West Palm Beach, Florida submitted the lowest responsive and responsible bid in the amount of \$1,857,106.00.

WHEREAS, due to the nature of the project, the contractors ability to participate in the state certified apprenticeship program is limited and in consideration of the Purchasing Directors recommendation, that this requirement be waived.

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 carry on demolition, dredging and to install the fixed and floating docks at the City marina to Murphy Construction Co. of West Palm Beach, Florida, and authorizes the Mayor and City Clerk to execute a construction services contract for same.

SECTION 2. The City Council authorizes the Interim Finance Director to make payment from the appropriate account.

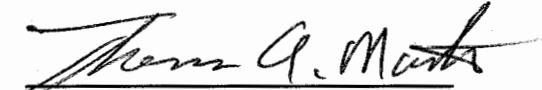
SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 15% of the contract award amount.

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

PASSED AND APPROVED THIS 16TH DAY OF May, 2012.

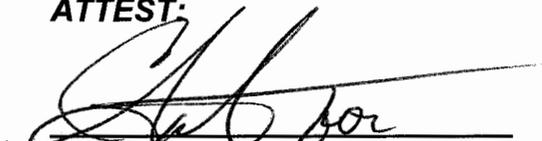
RESOLUTION 59-12
PAGE 2

APPROVED:

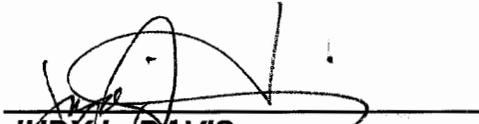

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. BROOKS AYE

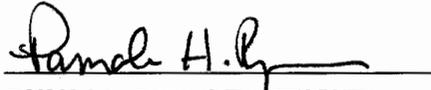
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 5/10/12

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 18th day of May, 2012 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and, The Murphy Construction Co. of West Palm Beach 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. or Social Security number is: 59-1697495.

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 construction services in the area of fixed and floating docks installation, as more specifically set forth in the Scope of Work and Bid Schedule detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Mr. 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. **Phase 1** Construction work shall be carried on at a rate to insure its full completion within one hundred eighty (180) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract. Schedule for **Phase 2** will be specified at a later date
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one thousand dollars (\$1000) 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.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal 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 non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. 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 an ENGINEER'S response to an RFP or a BID and the ENGINEER 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 ENGINEER 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. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence if required.
- C. 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.
- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." 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.
- G. The CONTRACTOR shall maintain, during the life of this Contract, Long Shoreman's Insurance in the amount of \$500,000.00

ARTICLE 12 - INDEMNIFICATION

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

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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 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of 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.

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

The Contractor must anticipate there could be slight deviations from the Manufacturer's projected delivery schedules, such deviations assumed to be no more than 2 – 3 days. In the event there is a delay in delivery of any dock product beyond 3 days as a result of the dock manufacturing / delivery process, not relating to weather or other unforeseeable conditions, the City will consider an extension of time and possible compensation for equipment and personnel while standing by if completely justified by the Contractor. Extensions of time and / or issuance of compensation for standby time will not be considered if the City determines there are other work items that could be performed by the Contractor while waiting for the delivery of float units or other dock products. Should the City agree to compensation for standby time, the Contractor must provide daily logs or field reports documenting the dates of standby plus any or all documentation to support the Contractor's cost for standby, including but not limited to actual cost of equipment, personnel and other expenses. The City will issue compensation for standby at the lesser of actual cost documented by the Contractor or \$2,500.00 per day.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the

CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

The 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 of the 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 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:

**MARTIN E. MURPHY JR.
THE MURPHY CONSTRUCTION CO.
1615 CLARE AVENUE
WEST PALM BEACH FL 33401**

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

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 construction of Bulkhead/Seawall replacement shall be guaranteed by the Manufacturer, if any, for a 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 1 year with the exception of the aluminum dock structure which will have a 10 year limited warranty. 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 manufacture'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, John E. Murphy, 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 #359-12. 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 Contractors response to the City's Bid # 359-12, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 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

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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 Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient 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 Subrecipient 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.

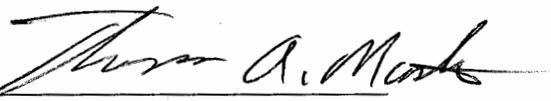
SIGNATURES ON FOLLOWING PAGE

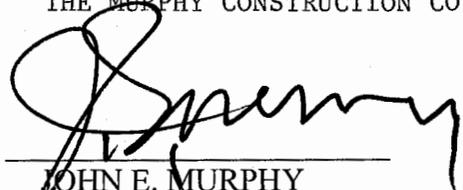
IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

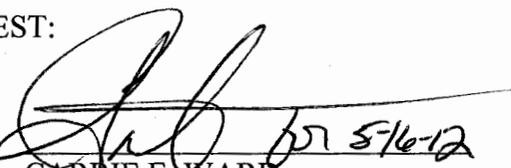
CONTRACTOR

THE MURPHY CONSTRUCTION CO.

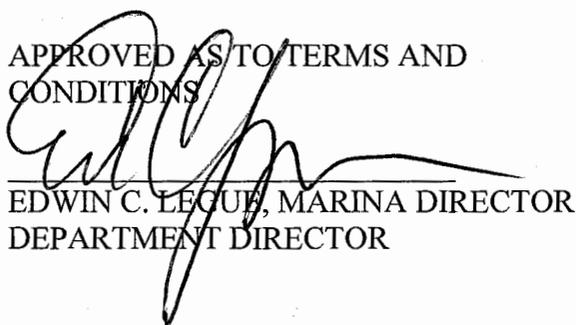
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
JOHN E. MURPHY
PRESIDENT

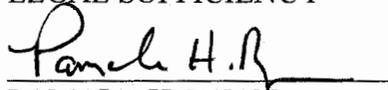
ATTEST:

BY:  5/16/12
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
EDWIN C. LEGUE, MARINA DIRECTOR
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 5/16/12

EXHIBIT "A"

SCOPE OF WORK

SCHEDULE:

The undersigned agrees to commence work within ten (10) calendar days after the date of the "Notice to Proceed" and shall achieve substantial completion of the first phase of work without interruption within one hundred eighty (180) calendar days thereafter. Construction phasing is outlined as follows:

Phase One:

- Promenade Dock including fixed access pier to Pier A
- Fixed access pier and gangways to Water Taxi Dock and the Community Dock
- Fixed hexagon shaped staging platform
- Water Taxi Dock and Community Dock
- Piers A, A2, B and C
- Demolition of existing structures as required to facilitate the installation of Piers A, A2, B and C
- Maintenance dredging in the vicinity of the Promenade Dock and Piers A, A2, B and C

Phase Two:

- Fixed access pier and gangways to Pier D
- Piers D and D1
- Demolition of existing structures as required to facilitate the installation of Piers D and D1
- Maintenance dredging in the vicinity of Piers D and D1

Note: The City reserves the right to move or delay any portion outlined in phase one (1) into phase two (2), but most specifically the work involving the demolition and installation of dock "C".

EXHIBIT "B"
Bid Schedule

Bid Schedules and alternates as submitted in Bid #359-12

RESOLUTION NO. 60-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE UTILITY SPECIAL DISTRICT BUDGET BY ADDING THE CLASSIFIED POSITION OF OFFICE ASSISTANT, SENIOR; AND DELETING ONE (1) CLASSIFIED POSITION OF MAINTENANCE WORKER FROM THE 2011-2012 UTILITY SPECIAL DISTRICT BUDGET; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER NINE THOUSAND DOLLARS (\$9,000) FROM LINE ITEM 401-1430-536-0-1201 TO LINE ITEM 401-1417-536-0-1201; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to enhance the span of control and improve the efficiency of service delivery of the Utility Special District, it is necessary to restructure the administrative staffing; and

WHEREAS, one (1) classified position of maintenance worker which is currently a vacant position be deleted from the Utility Special District's Budget; and

WHEREAS, one (1) classified position of office assistant, sr. shall be added to the Utility Special District Budget for clerical support to assist the administrative office in expediting assignments.

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

SECTION 1: That one (1) classified position be deleted from the Utility Special District Fiscal Year 2011-2012 Budget as follows:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
General Employees	Maintenance Worker	6	\$27,280-\$42,284

SECTION 2: That one (1) classified position of Office Assistant, Senior be added to the Utility Special District's Fiscal 2011-2012 Budget as follows:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
General Employees	Office Assistant, Sr.	5	\$25,568-\$39, 631

SECTION 3: That the Fiscal Year 2011-2012 Utility Special District Budget 401-1417-536-0-1201 be increased by \$9,000 and decrease 401-1430-536-0-1201 by \$9,000.

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

PASSED AND APPROVED this 16th day of May, 2012.

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APPROVED:


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

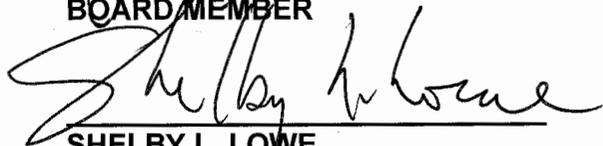

CARRIE E. WARD
MASTER MUNICIPAL CLERK
JIT 117


DAWN S. PARDO
VICE CHAIRPERSON


CEDRICK A. THOMAS
BOARD MEMBER


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
BOARD MEMBER


SHELBY L. LOWE
BOARD MEMBER

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

B. BROOKS AYE

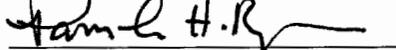
D. PARDO AYE

C. THOMAS NAY

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 5/9/12

DATE: _____