

RESOLUTION NO. 44-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PUBLIC WORKS DEPARTMENT'S 2010-2011 FISCAL YEAR BUDGET BY INCREASING THE DEPARTMENT'S COMPLEMENT BY CREATING ONE (1) CLASSIFIED SOLID WASTE COMPLIANCE OFFICER POSITION FUNDED BY WASTE MANAGEMENT, INC. OF FLORIDA, AND BY ADDING THE PART-TIME POSITION TO THE CITY'S JOB CLASSIFICATION LIST AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City and Waste Management, Inc. of Florida entered into an agreement to provide solid waste collection services on February 2011; and

**WHEREAS**, one of the conditions of the agreement was that Waste Management provide funding to support a City position to monitor the solid waste contract; and

**WHEREAS**, this part-time position is hereby created to perform the duties and responsibilities; and

**WHEREAS**, Waste Management will fund the position and other items associated with this position in the amount of \$45,000; and

**WHEREAS**, this position will be included in the Public Works Department Budget.

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

**SECTION 1.** The classified position be created, added to Job Classification List and added to the 2010 - 2011 Public Works Department's Budget as follows:

<u>JOB CLASS.</u> <u>LIST</u>	<u>POSITION</u>	<u>PAY</u> <u>GRADE</u>	<u>SALARY</u>
Part-time	Solid Waste Contract Compliance Officer	10	\$16.41/hr.

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**SECTION 2.** That the 2010 – 2011 Public Works Department's Budget be amended by adding classified position of Solid Waste Contract Compliance Officer.

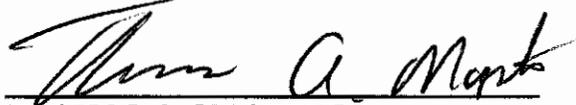
**SECTION 3.** This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 20TH day of APRIL, 2011.

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PAGE: 3

APPROVED:



THOMAS A. MASTERS  
MAYOR



JUDY L. DAVIS  
CHAIRPERSON

ATTEST:



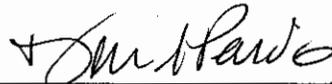
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT

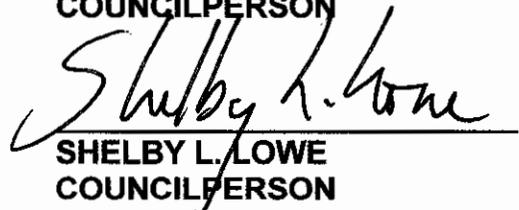
BILLIE E. BROOKS  
CHAIR PRO TEM

ABSENT

CEDRICK A. THOMAS  
COUNCILPERSON



DAWN S. PARDO  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/12/11

RESOLUTION NO. 45-11

**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 RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF RIVIERA BEACH TO UTILIZE THE CITY'S CONTRACTS WITH C3TS AND SONG AND ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act; and

**WHEREAS**, a fundamental function of the CRA is to facilitate redevelopment in an areas determined to be blighted or in disrepair; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common; and

**WHEREAS**, on February 2, 2011, the City Council approved 3 year continuing service agreements with C3TS and Song and Associates to provide professional architectural services to the City; and

**WHEREAS**, the CRA wishes to utilize the City's agreements with these firms to provide professional services to the CRA by way of work orders drafted by CRA and City staff and approved by the CRA Board and the City Council; and

**WHEREAS**, the CRA is considering approval of the attached Interlocal Agreement at their April 13, 2011 CRA Board meeting.

**WHEREAS**, the CRA wishes to compensate the City for the City services provided to the CRA; and

**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 and the CRA hereby agree to enter into the attached Interlocal Agreement to allow the CRA to utilize the City's architectural continuing services agreements by way of work orders drafted by CRA staff and approved by the CRA Board and the City Council.

RESOLUTION NO. 45-11

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

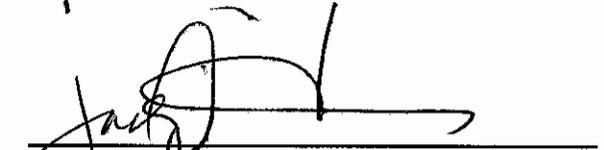
**SECTION 3.** This resolution will take effect upon its passage and approval by City Council.

PASSED and APPROVED this 20<sup>TH</sup> day of APRIL, 2011.

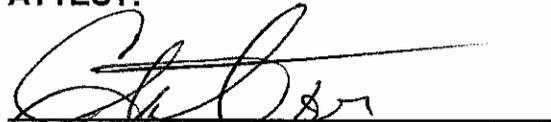
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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
BILLIE E. BROOKS  
CHAIR PRO TEM

ABSENT  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS ABSENT

J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: \_\_\_\_\_

INTERLOCAL AGREEMENT BETWEEN  
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
THE CITY OF RIVIERA BEACH

This Interlocal Agreement is entered into this 13 of April, 2011, by and between Riviera Beach Community Redevelopment Agency, a body corporate ad politic created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "Agency") and the City of Riviera Beach, a Florida municipal corporation (herein referred to as the "City"), each constituting a public agency as defined in Part I, Chapter 163, Florida Statutes.

WITNESSETH

Whereas, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, contribute funds to a municipality; and

Whereas, the City Council of the City of Riviera Beach has found and declared an area of the City of Riviera Beach in compliance with Redevelopment Area requirements, the area hereinafter referred to as the "CRA"; and

Whereas, the City Council of the City of Riviera Beach has adopted a community redevelopment plan pursuant to the Community Redevelopment Act (the "Plan"); and

Whereas, the Plan provides for a long term redevelopment strategy for the Redevelopment Area; and

Whereas, the City of Riviera Beach published a request for qualifications for two separate and distinct groups of professional services: Group 1-General Civil Engineering, Traffic Engineering and Group 2-Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering, RFQ276-10; and

Whereas, RFQ 276-10 included the scope of architectural/design redevelopment, renovations and/new architectural plans for projects that are authorized within the CRA Area, and for engineering services that are authorized within the CRA Area; and

Whereas, the City's selection committee evaluated and ranked proposals after a thorough RFQ process, and selected two firms for architectural services and two firms for engineering services, the firms selected for architectural services identified in the City's RFQ 276-10, namely: Corzo, Castella, Thompson and Salman, P.A. and Song and associates; and

Whereas, the Agency wishes to engage the services of the City's consultants and City staff; and

Whereas, the Agency desires to reimburse the City for City payment of architectural, planning and engineering services for projects within the CRA Area as mutually agreed to by the City and the Agency.

Now, therefore, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

Section 1. Purpose

A. The purpose of this Agreement is to agree to coordinate and work with the City to reimburse the City for payment of professional services provided in furtherance of the community redevelopment plan of the CRA Area that are mutually agreed to by the City and the Agency.

B. The City and Agency agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

Section 2. General Terms and Conditions

A. The Agency will submit to the City Manager's Office a draft work order for any proposed services in furtherance of the redevelopment plan to the City for its consent, which shall not be unreasonably withheld. Upon approval by the City, the work order shall be forward to the architect. The price of the work order shall

be negotiated by the City, in coordination with the CRA staff, but not authorized unless approved by the Agency in its sole and absolute discretion.

B. Upon approval by the Agency, the consultant shall coordinate with the City, complete the services consistent with the work order and submit deliverables to the City. The Agency shall reimburse the City for the cost of services within 30 days of submittal for payment to the Agency by the City.

### Section 3. Termination

This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Agency shall be obligated to reimburse the City for any work completed up to the date pursuant to this paragraph.

### Section 4. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### Section 5. Indemnification

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other party, and the other respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement.

### Section 6. Severability

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed

stricken here from and all other terms and conditions of the Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

Section 7. Entirety of Agreement

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

Section 8. Notice and Contact

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Agency:

Tony Brown  
Executive Director  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404

For the City:

Ruth Jones  
City Manager  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Section 9. Venue

The venue for this action shall be in Palm Beach County, Florida.

Section 10. Effective Date

This Agreement shall become effective upon its approval by the City Council of the City of Riviera Beach and the Commissioners of the Riviera Beach Community Redevelopment Agency, the due execution thereof by the proper officer of the City and the Agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: Tony T. R.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: Judy L. Davis  
Name: Judy L. Davis  
Title: Chairperson

Approved as to form and legal  
sufficiency:

By: J. Michael Haygood  
J. Michael Haygood  
Haygood & Harris, LLC  
CRA General Counsel

ATTEST:

By: Carrie E. Ward  
Carrie E. Ward  
Master Municipal Clerk  
City Clerk

CITY OF RIVIERA BEACH

By: Thomas A. Masters  
Thomas A. Masters, Mayor

Approved as to form and legal  
sufficiency

By: Pamala H. Ryan  
Pamala H. Ryan, City Attorney

RESOLUTION NO. 2011- 11

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

\*\*\*\*\*

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, contribute funds to a municipality; and

**WHEREAS**, the Agency desires to reimburse the City for payment of architectural and engineering services for projects within the CRA Area as mutually agreed to by the City and the Agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The Community Redevelopment Agency hereby approves the attached Interlocal Agreement.

**SECTION 2.** This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this 13th day of April 2011

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: Judy L. Davis

Name: Judy L. Davis  
Title: Chairperson

ATTEST:

Tony T. Pardo  
Executive Director

Approved as to form and legal  
sufficiency

J. Michael Haygood

J. Michael Haygood  
Date: 9/8/2011

Haygood & Harris LLC  
General Counsel to CRA

MOTION BY: Bille Brooks

SECONDED BY: Dawn Pardo

D. PARDO Aye  
J. DAVIS Aye  
B. BROOKS Aye  
C. THOMAS Aye  
S. LOWE Aye

RESOLUTION NO. 46-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR INSTALLING ELECTRICAL UNDERGROUND CONDUITS ON SR A1A BETWEEN LAKE DRIVE AND PINE POINT ROAD TO WILCO ELECTRICAL LLC IN THE AMOUNT OF \$33,456.80; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, bids for installing electrical underground conduits were opened on March 7, 2011; and

**WHEREAS**, Wilco Electrical LLC is the responsible low bidder.

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

**SECTION 1.** The bid submitted by Wilco Electrical LLC for installing underground electrical conduits on SR A1A between Lake Drive and Pine Point Road is accepted in the amount of \$33,456.80.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the contract with Wilco Electrical LLC.

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

**SECTION 4.** The Interim Finance Director is authorized to make payment for same from the following account:

310-0716-541-3-6351

\$33,457

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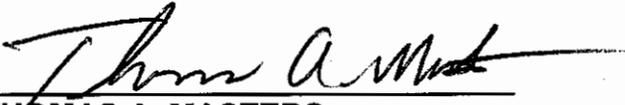
**SECTION 5.** This resolution shall take effect upon its passage and approval by the City Council.

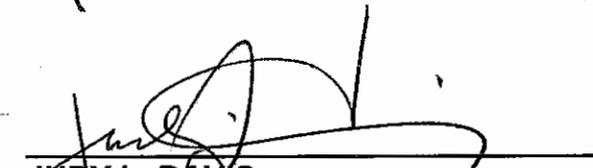
PASSED and APPROVED on this 20TH day of APRIL, 2011.

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RESOLUTION NO. 46-11  
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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
BILLIE E. BROOKS  
CHAIR PRO TEM

ABSENT  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS ABSENT

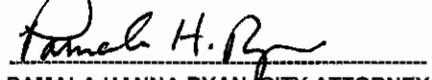
J. DAVIS AYE

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/13/11

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 20<sup>TH</sup> day of April, 2011 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 Wilco Electrical, LLC, [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 26-1606257.

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 installing electrical conduits/ducts across North Ocean Drive (SR A1A/SR 703) between Lake Drive and Pine Point Road on Singer Island in City of Riviera Beach, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liason during the performance of this Contract shall be L. John Samadi, P.E. Consulting Engineer (SAMADI ENGINEERING, INC.), telephone no. (561) 845-4061.

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within sixty (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) 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 or completed in accordance with the detailed schedule set forth in Exhibit "A."

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

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in 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 scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. **Progress Invoices** - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice 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 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, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. **Payment of Expenses** - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, 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 both 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", 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. 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.

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 – M/WBE PARTICIPATION**

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

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

In accordance with the CITY’S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by the provisions of the M/WBE Ordinance.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records and provide such records to 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 coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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

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

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

## **ARTICLE 12 - INDEMNIFICATION**

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

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

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

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

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

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

### **ARTICLE 14 - 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'S sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

#### **ARTICLE 18 - INDEBTEDNESS**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 21 - CONTINGENT FEES**

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

#### **ARTICLE 23 - NONDISCRIMINATION**

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

#### **ARTICLE 24 - ENFORCEMENT COSTS**

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

#### **ARTICLE 25 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. 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:

Community Development Director  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Wilco Electrical LLC  
5900 Australian Avenue #11  
West Palm Beach, FL 33407

**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 Installation of Electrical Conduits on State Road A1A (SR 703) shall be guaranteed by the Manufacturer, if any, for a period of one 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 installation of conduits and any site restoration for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct Installation of electrical conduits/ducts on State Road A1A on Singer Island, Riviera Beach.

## **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, Thomas Nemic 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 maps, list of material and instruction to bidders. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and maps and instructions. To the extent that there exists a conflict between this Contract and any other written document, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 43 - LEGAL EFFECT**

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

#### **ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS**

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

## **ARTICLE 45 – SURVIVABILITY**

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

## **ARTICLE 46 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

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

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

## **ARTICLE 47 - WAIVER OF SUBROGATION**

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

Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 48 - RIGHT TO REVIEW**

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

**ARTICLE 49 – SUBRECIPIENT REQUIREMENTS**

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of 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.

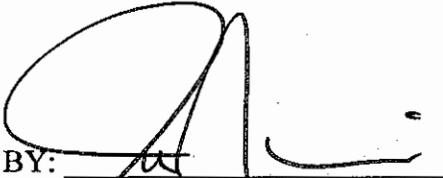
**SIGNATURES ON FOLLOWING PAGE**

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

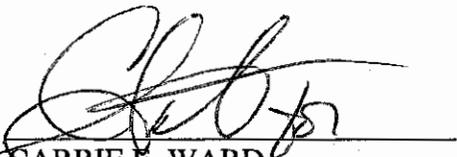
CITY OF RIVIERA BEACH

BY:   
THOMAS A. MASTERS,  
MAYOR

CONTRACTOR

BY:   
THOMAS NEMIC  
PRESIDENT

ATTEST:

BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
MARY MCKINNEY  
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
PAMALA H. RYAN,  
CITY ATTORNEY

Date: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF WORK**

**Installation of electrical conduits/ducts on State Road A1A (SR 703) between Lake Drive and Pine Point Road as shown on the maps that are made a part of the contract documents.**

## **EXHIBIT "B"**

### **SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

# BID PROPOSAL - EXHIBIT "B"

You are invited

to Bid on the Following:

## FPL DUCTS/CONDUITS ON SR A1A

The cost of mobilization, providing equipment and labor (but no conduits) to install electrical ducts/conduits on SR A1A between Lake Drive and Pine Point Road by directional bore. Contractor shall be responsible for securing permits, pay fees for same, provide maintenance of traffic, clean up after installation, site restoration and providing as-built documents. MINIMUM DEPTH UNDER PAVEMENT 4 FT. / OUTSIDE PAVEMENT 3 FT.

Item No.	Quantity	Unit	Description	Unit Price	Total
A	1080	ft.	6" pvc at crossing #1,2,6,11, and 14. Twin conduits shall be installed at these crossings.	12.96	13996.80
B	840	ft.	5" pvc at crossing #3,7,8 and 9. Twin conduits shall be installed at these crossings.	12.50	10500.00
C	1280	ft.	2" pvc at crossing # 4,5,10,12 and 13. Twin conduits at crossing # 4,5 and 10. Triple conduits at crossing # 12 and 13.	7.00	8960.00

TOTAL \$ 33,456.80

Submitted by: Wilco Electrical LLC 3/17/11  
Contractor Date

Address: 5900 AUSTRALIAN AVE #11

Telephone: 305-742-1752

Fax: 305-669-8891

E-mail: Tom @ Wilco LLC.com

Signature: 

Bid bond 5% required if bid amount exceeds \$50,000.00

**DUCT NEEDED FOR ROAD CROSSINGS OF STATE ROAD 708 (BLUE HERON BLVD) ON SINGER ISLAND**

<u>LOC #</u>	<u>LOCATION OF CROSSING</u>	<u>SIZE</u>	<u>CROSSING DISTANCE (FT)</u>	<u>SPARE DUCT DISTANCE (FT)</u>	<u>TYPE OF CROSSING</u>	<u>QUANTITY</u>
1	LAKE DR	6"	120	120	FEEDER	240
2	PARK AVE	6"	120	120	FEEDER	240
3	NORTH OF SOUTH HARBOR DR	5"	120	120	3 PHASE PRIMARY	240
4	NORTH OF YACHT HARBOR DR	2"	120	120	1 PHASE PRIMARY	240
5	NORTH OF NORTH HARBOR DR	2"	120	120	1 PHASE PRIMARY	240
6	NORTH OF SURF RD	6"	100	100	FEEDER	200
7	VILLA TOWERS (SOUTH)	5"	100	100	3 PHASE PRIMARY	200
8	VILLA TOWERS (NORTH)	5"	100	100	3 PHASE PRIMARY	200
9	SOUTH OF MORSE BLVD	5"	100	100	3 PHASE PRIMARY	200
10	NORTH OF MORSE BLVD	2"	100	100	1 PHASE PRIMARY	200
11	ISLAND DR	6"	100	100	FEEDER	200
12	GULFSTREAM WAY (SOUTH)	2"	100	100	2 PHASE PRIMARY	300
13	GULFSTREAM WAY (NORTH)	2"	100	100	2 PHASE PRIMARY	300
14	NEW X-ING ISLAND DR # 2 SOUTH	6"	100	100	FEEDER	200
TOTAL QUANTITIES		6"		M & S #	164 - 34000 - 5	1080
		5"		M & S #	164 - 33800 - 1	840
		2"		M & S #	164 - 33100 - 6	1280

SPC: (968700,890700)

Lat/Long: 26.7809 N 80.0421 W

L-0454

Call before you dig! 1-800-432-4770

County: Palm Beach

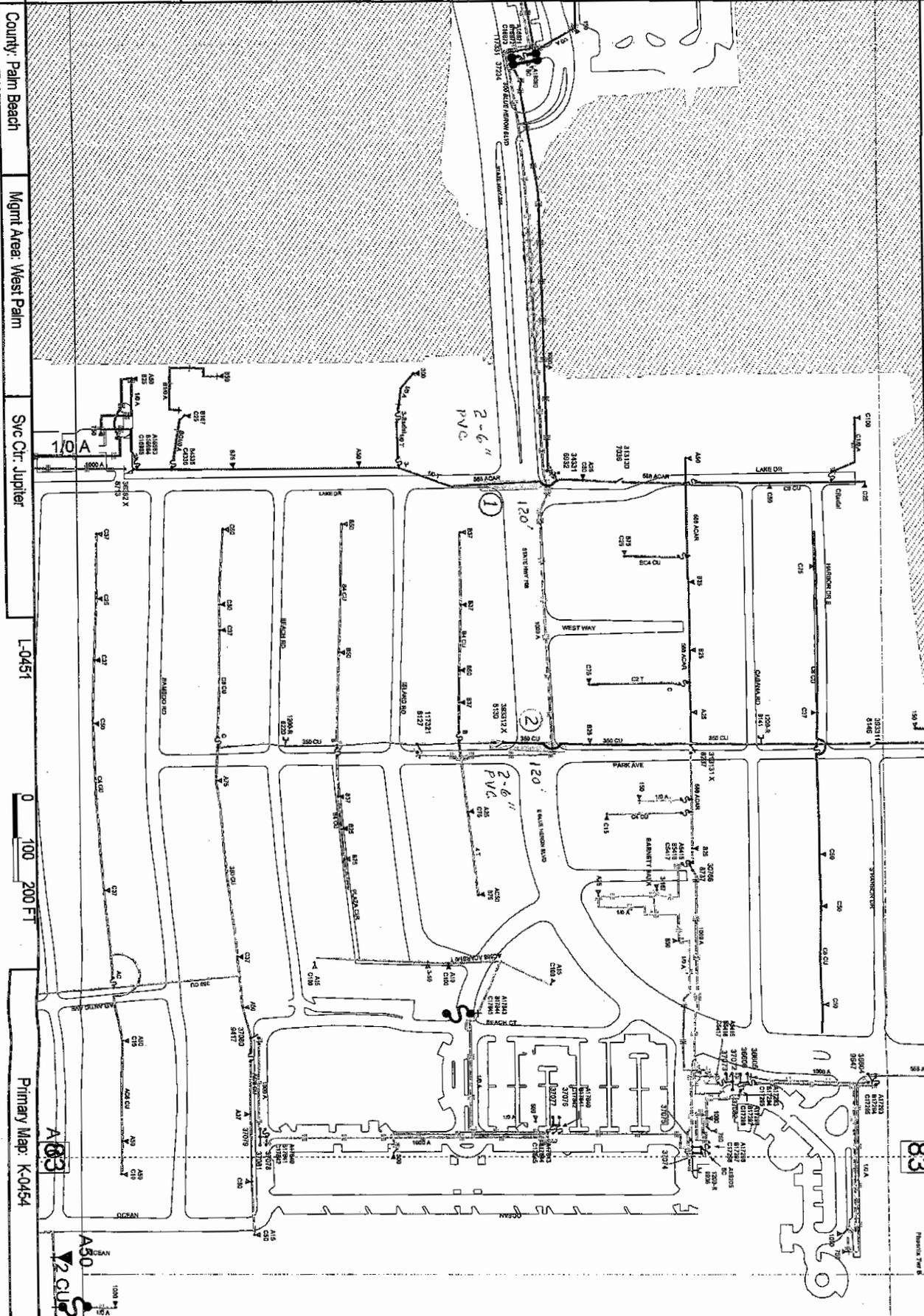
Mgmt Area: West Palm

Svc Ctr: Jupiter

L-0451

0 100 200 FT

Primary Map: K-0454

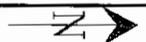


K-0455

Confidential: For Florida Power & Light Company use only.

83

Updated: 09/23/2010



J-0454

SPC: (971500,892500)

Lat/Long: 26.7858 N 80.0334 W

SPC: (968700,892500)

Lat/Long: 26.7858 N 80.0420 W

L-0455

Call before you dig! 1-800-432-4770

County: Palm Beach

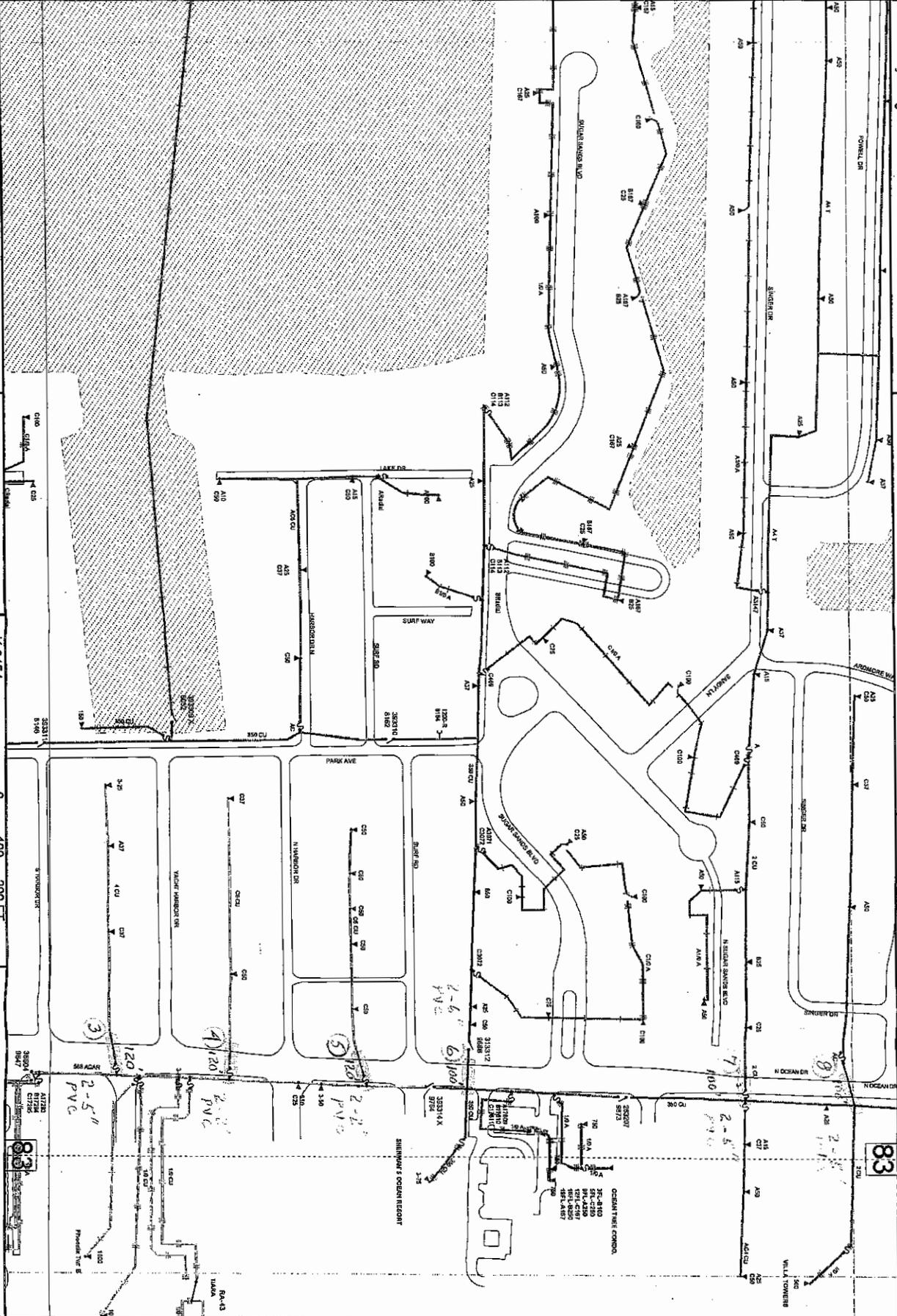
Mgmt Area: West Palm

Svc Ctr: Jupiter

K-0454

0 100 200 FT

Primary Map: K-0455

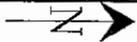


K-0456

Confidential: For Florida Power & Light Company use only.

83

Updated: 09/23/2010



J-0455

SPC: (971500,894300)

Lat/Long: 26.7907 N 80.0334 W



SPC: (965900,896100)

Lat/Long: 26.7958 N 80.0505 W

M-0458

Call before you dig! 1-800-432-4770

County: Palm Beach

Mgmt Area: West Palm

Svc Ctr: Jupiter

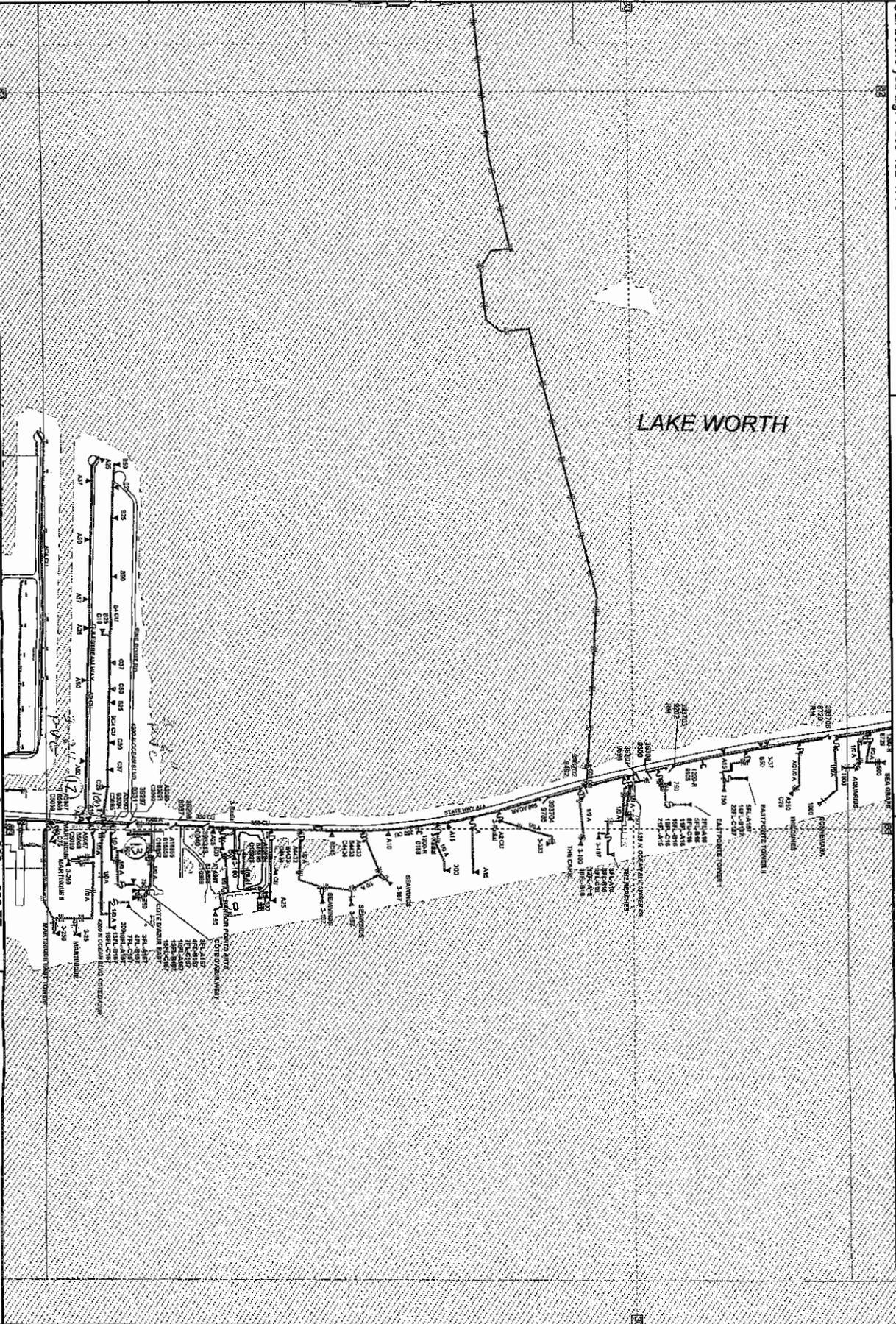
K-0456

0 300 600 FT

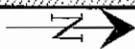
Primary Map: L-0457

L-0460

Confidential: For Florida Power & Light Company use only.



Updated: 12/22/2010



SPC: (974300,901500)

Lat/Long: 26.8105 N 80.0247 W

SPC: (968700,890700)

Lat/Long: 26.7809 N 80.0421 W

L-0454

Call before you dig! 1-800-432-4770

County: Palm Beach

Mgmt Area: West Palm

Svc Ctr: Jupiter

L-0451

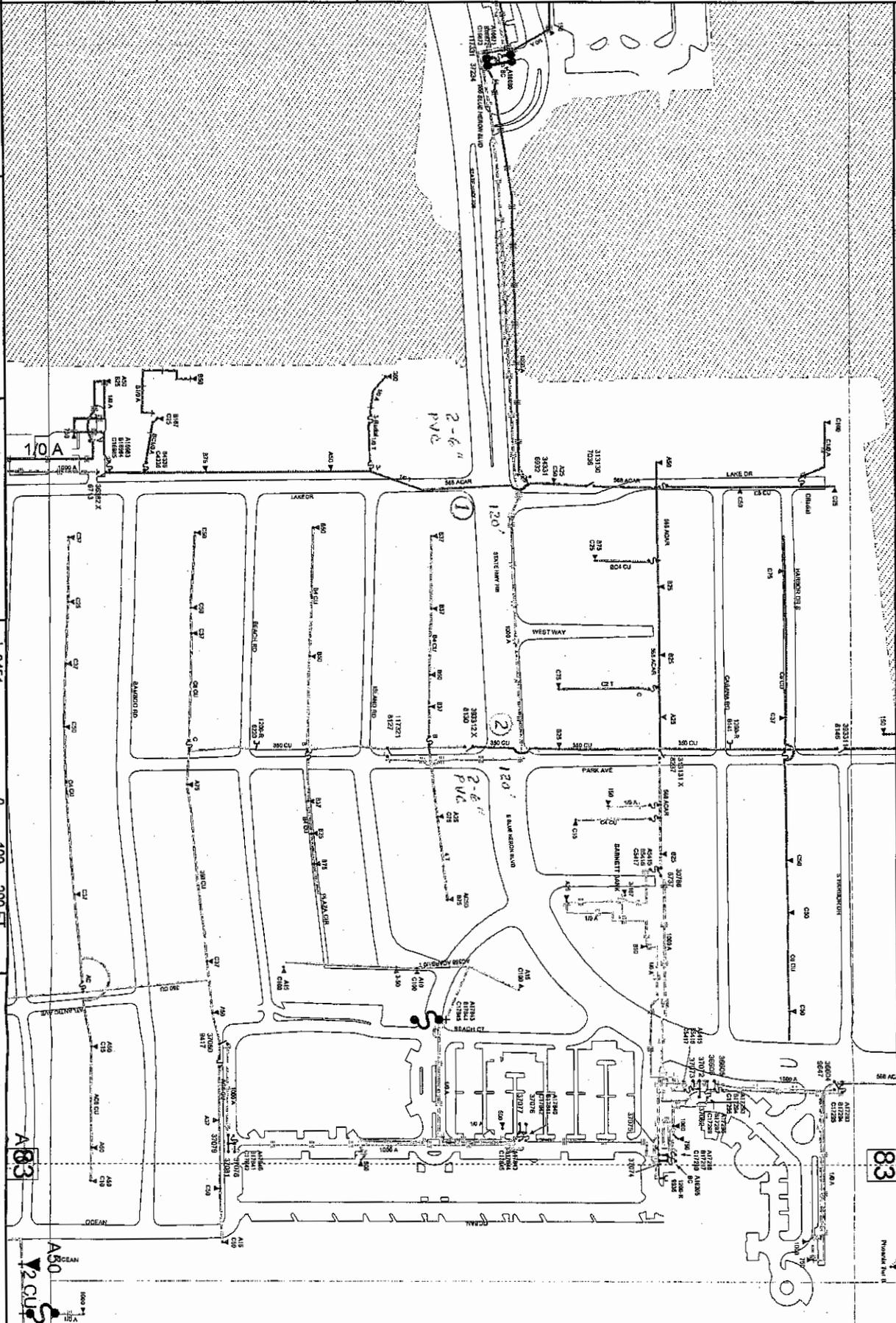
0 100 200 FT

Primary Map: K-0454

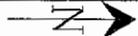
K-0455

Confidential: For Florida Power & Light Company use only.

83



Updated: 09/23/2010



J-0454

SPC: (971500,892500)

Lat/Long: 26.7858 N 80.0334 W

SPC: (968700,892500)

Lat/Long: 26.7858 N 80.0420 W

L-0455

Call before you dig! 1-800-432-4770

K-0456

Confidential: For Florida Power & Light Company use only.

County: Palm Beach

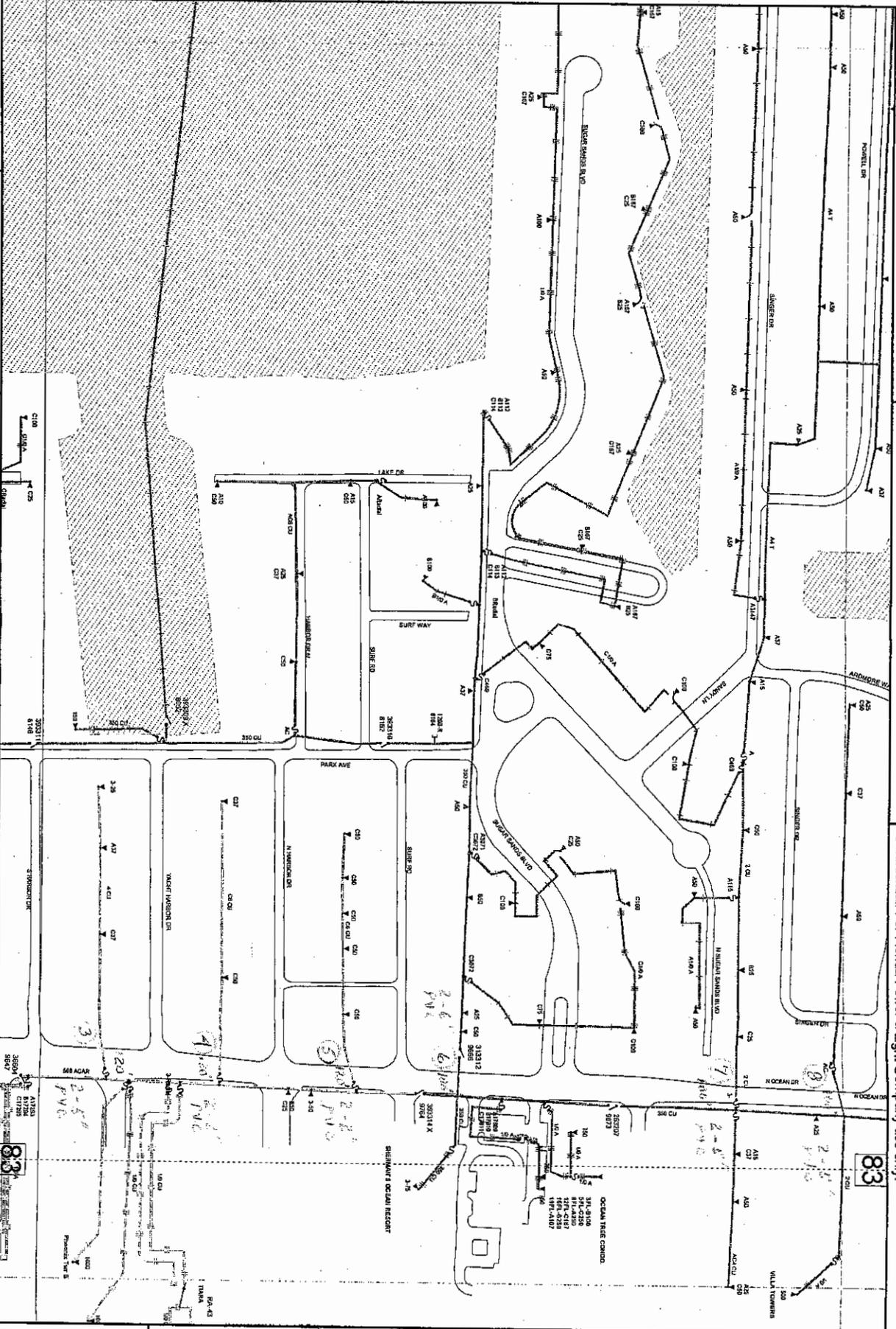
Mgmt Area: West Palm

Svc Ctr: Jupiter

K-0454

0 100 200 FT

Primary Map: K-0455



Updated: 09/23/2010

J-0455

SPC: (971500,894300)

Lat/Long: 26.7907 N 80.0334 W



SPC: (965900,896100)

Lat/Long: 26.7956 N 80.0505 W

M-0458

Call before you dig! 1-800-432-4770

County: Palm Beach

Mgmt Area: West Palm

Svc Ctr: Jupiter

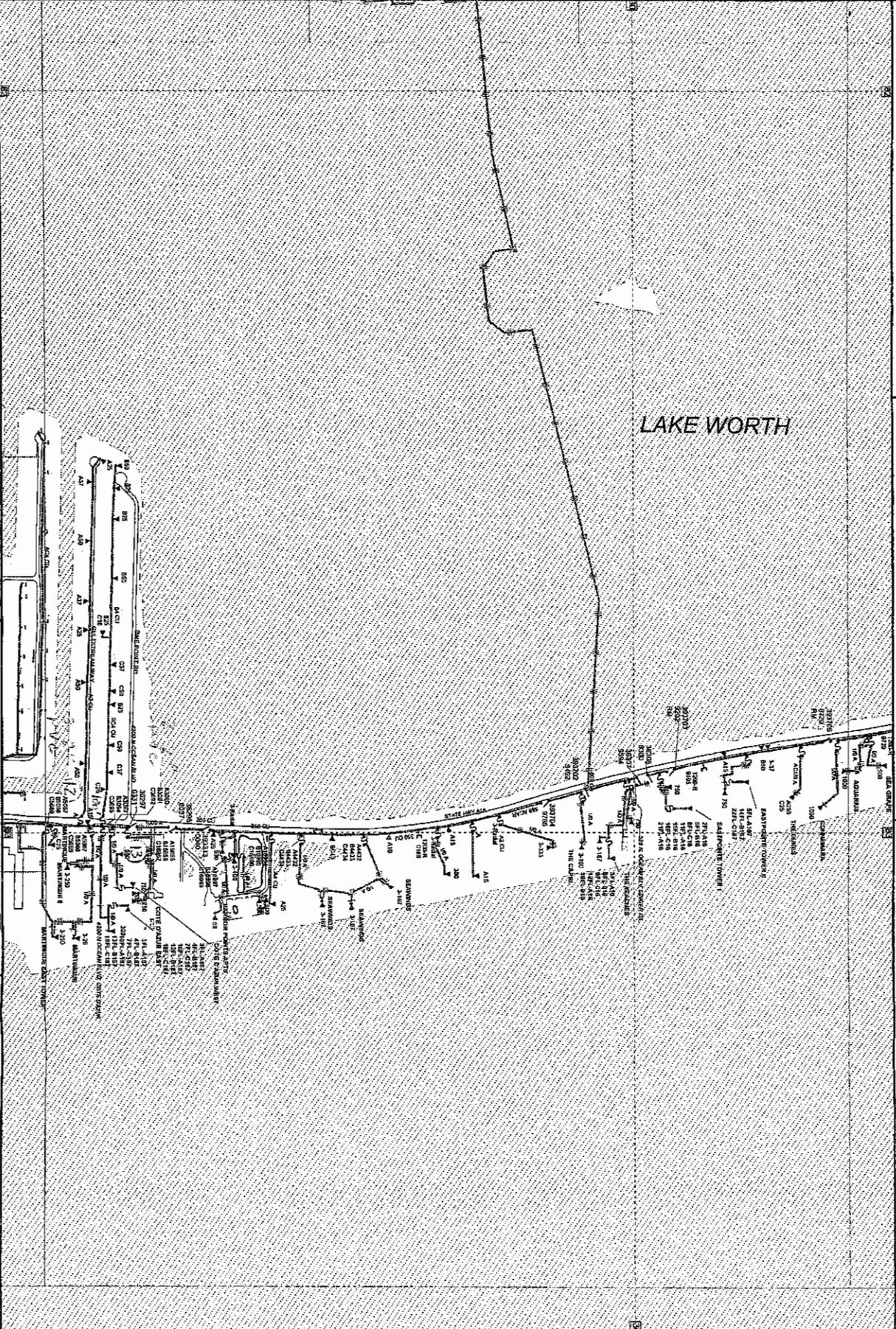
K-0456

0 300 600 FT

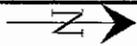
Primary Map: L-0457

L-0460

Confidential: For Florida Power & Light Company use only.



Updated: 12/22/2010



SPC: (974300,901500)

Lat/Long: 26.8105 N 80.0247 W

RESOLUTION NO. 47-11

A RESOLUTION OF THE CITY OF RIVIERA BEACH, FLORIDA, AUTHORIZING ISSUANCE BY THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY OF ITS REDEVELOPMENT REVENUE NOTE, SERIES 2011, IN AN AMOUNT NOT EXCEEDING \$25,570,000 FOR PURPOSES OF FINANCING CERTAIN REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1.** Authority for This Resolution. This resolution of the City of Riviera Beach, Florida (the "City") is adopted pursuant to the provisions of the Community Redevelopment Act of 1969 (Part III of Chapter 163, Florida Statutes), particularly Sections 163.358(3) and 163.385 thereof, Section 166.041, Florida Statutes, and other applicable provisions of law.

**Section 2.** Definitions. When used in this resolution, capitalized terms not otherwise defined shall have the meanings specified in the Riviera Beach CRA Plan, as amended (the "Redevelopment Plan").

**Section 3.** Findings. It is hereby ascertained, determined and declared as follows:

(A) The Riviera Beach Community Redevelopment Agency (the "Agency") is contemplating issuance of its Redevelopment Revenue Note, Series 2011 in a principal amount not to exceed \$25,570,000 (the "Series 2011 Note") in order to fund various community redevelopment projects within the Riviera Beach Community Redevelopment Area including the engineering, design, construction and acquisition of certain water, sewer and stormwater utilities, community facilities, public parking facilities, streetscape, landscape and access improvements and such other projects as may be approved by the Agency from time to time, in accordance with and in furtherance of the Redevelopment Plan (collectively, the "Series 2011 Project").

(B) It is necessary, desirable and in the best interests of the citizens of Riviera Beach that the City Council approves issuance by the Agency of its Series 2011 Note.

**Section 4.** Approval of Series 2011 Note. Pursuant to Section 163.385, Florida Statutes, the City Council hereby approves issuance by the Agency of its Series 2011 Note for the purpose of financing the 2011 Project.

**Section 5.** Notice. The City has provided notice of its intent to authorize the issuance of the Series 2011 Note in accordance with Section 163.346, Florida Statutes.

**Section 6.** Severability. If any one or more provisions of this resolution should be contrary to law or invalid or ineffective for any reason, such provision shall be deemed severable from, and shall not affect the validity of, the remaining provisions of this resolution.

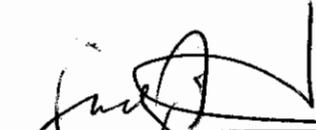
**Section 7.** Construction. This resolution shall be liberally construed to effect the purposes hereof.

**Section 8.** Effective Date. This resolution shall become effective immediately upon its adoption.

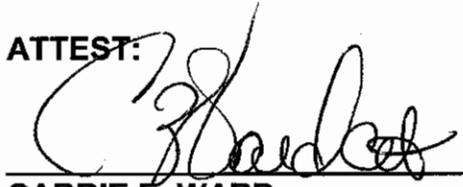
PASSED AND APPROVED this 27<sup>TH</sup> day of APRIL 2011.

**APPROVED:**

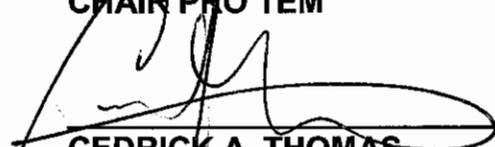
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

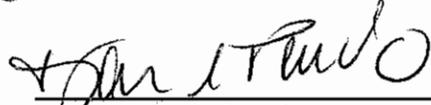
  
\_\_\_\_\_  
**JUDY L. DAVIS**  
CHAIRPERSON

**ATTEST:**

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

  
\_\_\_\_\_  
**BILLIE E. BROOKS**  
CHAIR PRO TEM

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

  
\_\_\_\_\_  
**DAWN S. PARDO**  
COUNCILPERSON

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

MOTIONED BY: S. LOWE

SECONDED BY: B. BROOKS

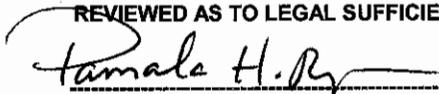
B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/25/11

RESOLUTION NO. 48-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE APPROPRIATION OF LIBRARY IMPACT FEE FUND BALANCE IN THE AMOUNT OF \$16,179 TO PURCHASE FURNITURE, CONSISTING OF A TABLE AND CHAIRS, STUDY CARRELS AND CHAIRS, AND A STAND UP STUDY CARREL, FOR THE LIBRARY'S AFRICAN AMERICAN AND REFERENCE ROOM AREAS, FROM KI FURNITURE IN THE AMOUNT OF \$16,179; PAYMENT TO BE MADE FROM LIBRARY IMPACT FEES, ACCOUNT NO. 303-1336-571-0-6404; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Public Library's African American Room table and seating area furniture needs to be replaced; study carrels and chairs will be added; and

**WHEREAS**, to better meet the needs of the library's patrons, a stand up study carrel will be added in the Library's Reference Room area; and

**WHEREAS**, KI Furniture is the seller of the existing furniture in these areas; and

**WHEREAS**, the Library will utilize Library Impact Fees to redesign the layout of the African American and the Reference Room areas to accommodate patrons.

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

**SECTION 1.** The City Council authorizes staff to purchase a large study table and chairs, study carrels and chairs, and a stand up study carrel, for a total amount of \$16,179, from KI Furniture by piggybacking from the State of Florida Contract.

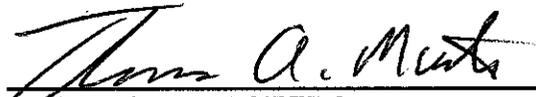
**SECTION 2.** The City Council authorizes the Interim Finance Director to appropriate funds from the Library Impact Fee Fund Balance Account and authorized to make payment from account number 303-1336-571-0-6404.

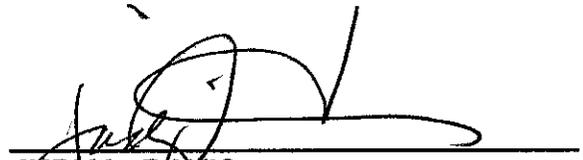
**SECTION 3.** This Resolution shall take effect upon its passage and adoption by City Council.

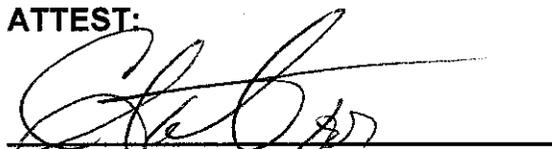
Passed and Approved this 20TH day of APRIL, 2011.

RESOLUTION NO. 48-11  
PAGE 2

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

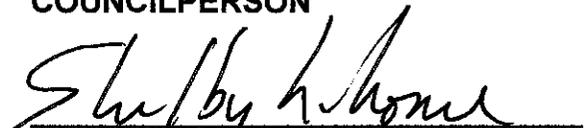
  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:  
  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
BILLIE E. BROOKS  
CHAIR PRO TEM

ABSENT  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

J. DAVIS AYE

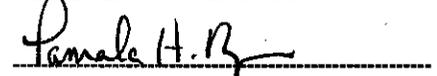
B. BROOKS ABSENT

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/11/11

RESOLUTION NO. 49-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE APPROPRIATION OF LIBRARY IMPACT FEE FUND BALANCE IN THE AMOUNT OF \$10,238.40 TO INSTALL A VERSASHEILD APPLICATION FROM THE FLOORING LADY ON THE FIRST FLOOR AREAS OF THE LIBRARY TO PERFORM THE CARPET INSTALLATION AT A COST OF \$10,238.40; PAYMENT TO BE MADE FROM LIBRARY IMPACT FEES ACCOUNT NO. 303-1336-571-0-6351 AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, the Riviera Beach Public Library's first floor area requires an additional process to mitigate the humidity problem in this area, only; and

**WHEREAS**, the library's first floor area failed the original humidity test performed under the initial carpet installation approval process; and

**WHEREAS**, the Versashield process involves applying a roofing paper product to the cement slab before installing the carpet squares; and

**WHEREAS**, the Library selected carpet squares for efficient accessibility to replace and clean future tiles, as needed.

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

**SECTION 1.** The City Council approves staff to purchase supplies to perform the Versashield installation process.

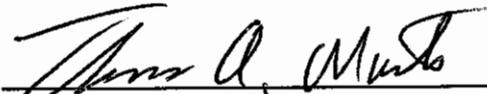
**SECTION 2.** The City Council authorizes the Interim Finance Director to appropriate funds from the Library Impact Fee Fund Balance Account and authorized to make payment from account number 303-1336-571-0-6351.

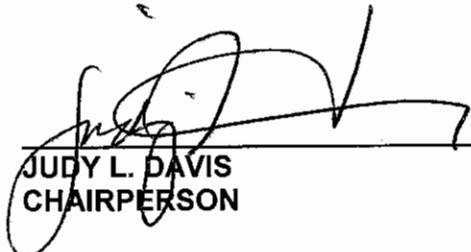
**SECTION 3.** This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 49-11  
PAGE 2

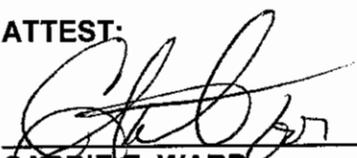
Passed and Approved this 20TH day of APRIL, 2011.

APPROVED:

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

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

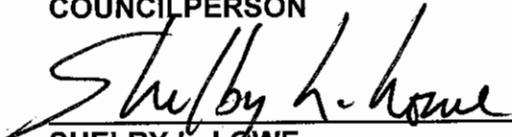
ATTEST:

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

ABSENT  
\_\_\_\_\_  
BILLIE E. BROOKS  
CHAIR PRO TEM

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

  
\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

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

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

J. DAVIS AYE

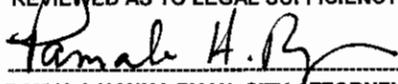
B. BROOKS ABSENT

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 4/14/11

RESOLUTION NO. 50-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT FOR A TERM OF TWO (2) YEARS WITH HEATHER CROFT, LLC TO PROVIDE FIFTEEN THOUSAND THREE HUNDRED SIXTY-SEVEN SQUARE FEET (15,367 SQ.FT) FOR POLICE DETECTIVE, CODE ENFORCEMENT AND CIVIL DRUG COURT DAILY OPERATIONS AT AN ANNUAL COST OF \$222,821.50; AND NINETEEN HUNDRED AND FORTY-ONE SQUARE FEET (1,941 SQ. FT) OF COMMERCIAL RENTABLE SPACE TO SUPPORT THE JUSTICE SERVICE CENTER AND HURRICANE RELIEF INITIATIVE PROGRAMS DAILY OPERATIONS AT AN ANNUAL COST OF \$28,144.50 AT 2051 MARTIN LUTHER KING BOULEVARD; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LEASE; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on June of 2008, City Council approved resolution 69-08 authorizing a three (3) year lease renewal agreement with Heather Croft, LLC to provide required rental accommodations for Code Enforcement, Police Operations and the Civil Drug Court; and resolution 72-08 authorizing a two year lease to provide office space for the Justice Service Center and Hurricane Relief Initiative programs; and

**WHEREAS**, The first (1st) amendment will end April 30<sup>th</sup> for the 15,367 square feet of commercial spaced located on the first floor and the original lease will expire on May 31, 2011 for the 1,941 square feet of commercial space located on the third floor and the departments occupying these spaces are still in need of rental accommodations for their daily operations; and

**WHEREAS**, prior to executing a new lease agreement with Heather Croft LLC, staff performed an evaluation of current local commercial lease/rental rates; and.

**WHEREAS**, as a result of the evaluation, staff has successfully renegotiated the existing lease with Heather Croft, LLC, for a two (2) year lease agreement to provide 15,367 square feet of rentable commercial space to Code Enforcement, Police Operations and Civil Drug Court at a reduced cost of \$14.50 per square foot for an annual cost of \$222,821.50; a savings of \$90,193.20 compared to the current annual lease cost; and

**WHEREAS**, A two (2) year lease renewal agreement to provide 1,941 square feet of rental commercial space to Justice Service and Hurricane Relief Initiative was

negotiated at a reduced cost of \$14.50 per square foot at an annual cost of \$28,144.50; a saving of \$14,557.00 compared to the current annual lease; and

**WHEREAS**, each program will pay a proportional share of the annual lease cost based upon the total square feet of office space occupied by each; and

**WHEREAS**, the City has the right to cancel the lease after the expiration of eighteen (18) months with ninety (90) days written notice to Landlord for the 15,367 square feet of commercial space on the first floor; and

**WHEREAS**, staff has negotiated terms which allows for each grant funded program to terminate its lease without penalty should their grant funding be reduced or terminated.

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

**SECTION 1.** The Mayor and City Clerk are authorize to execute the 2<sup>nd</sup> amendment to the Port Center Lease Agreement for a two (2) year lease with Heather Croft LLC for 15,367 sq. ft of rentable commercial office space at the Port Center (2051 MLK BLVD.) for a cost of \$14.50 per square ft., at an annual cost of \$222,821.50 for Code Enforcement, Police Operations and Civil Drug Court; and are authorize to execute a two (2) year lease with Heather Croft, LLC for 1,941 square feet of rental space for a cost of \$14.50 per square ft., at annual cost of \$28,144.50 for Justice Services and Hurricane Relief Initiative.

**SECTION 2.** The Finance Director is authorized to make monthly payments in the amount of \$18,568.46 for the 15,367 sq. ft utilized by Code Enforcement, Police Operations and Civil Drug Court and \$2,345.38 for Justice Services and Hurricane Relief Initiative from the appropriate operating accounts.

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

**PASSED AND APPROVED THIS 20TH DAY OF APRIL, 2011**

APPROVED:

  
THOMAS MASTERS  
MAYOR

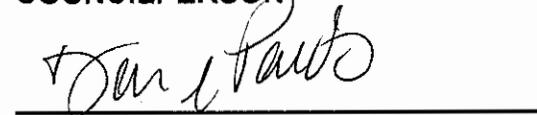
  
JUDY L. DAVIS  
CHAIRPERSON

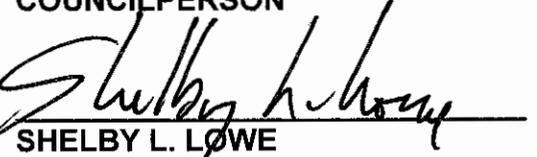
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
BILLIE E. BROOKS  
CHAIR PRO-TEM

ABSENT  
CEDRICK A. THOMAS  
COUNCILPERSON

  
DAWN S. PARDO  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

J. DAVIS AYE

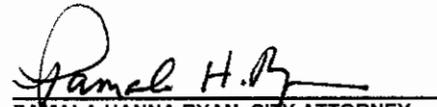
B. BROOKS ABSENT

C. THOMAS ABSENT

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/12/11

**SECOND AMENDMENT TO LEASE**

This **SECOND AMENDMENT TO LEASE**, made the 20TH day of APRIL, 2011 and between **Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated March 1, 2005 and First Amended on June 11, 2008, between the parties hereto, (the "Lease") Landlord, Heather Croft, LLC, leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the first floor, Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of two (2) years as outlined in Paragraph 2C of the Lease.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit H.
2. Deletion and Replacement of Paragraph 2. Term.  
All provisions of Paragraph 2 (Term) shall be deleted in their entirety and replaced with new language as follows:
  2. Terms and Rent
    - A. The term of the lease shall commence on May 1, 2011 and terminate at 12:00 midnight on April 30, 2013, unless sooner terminated as herein provided. Tenant shall have the right to cancel this lease after the expiration of the eighteen month with ninety (90) days written notice to Landlord.
    - B. The beginning rent for the term of the lease will be \$14.50 per square foot and without an increase for year two.
3. Tenant accepts the space "as-is" for this extended term.

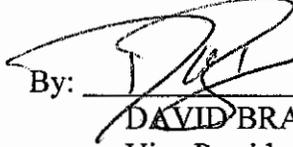
Except as expressly modified in this second amendment, the Lease Agreement and First Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

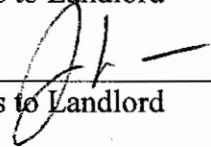
**IN WITNESS WHEREOF**, the parties hereto have caused this **SECOND AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

**HEATHERCROFT, LLC and MOUNT HOLLY, LLC, (Landlord)**

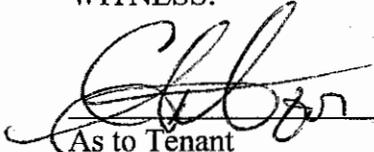
  
\_\_\_\_\_  
As to Landlord

By:   
\_\_\_\_\_  
DAVID BRAKA  
Vice President

  
\_\_\_\_\_  
As to Landlord

WITNESS:

**CITY OF RIVIERA BEACH  
("Tenant")**

  
\_\_\_\_\_  
As to Tenant  
Carrie E. Ward  
Master Municipal Clerk  
City Clerk

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

APPROVED AS TO TERMS AND  
CONDITIONS

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
PAMALA H. RYAN  
CITY ATTORNEY

**EXHIBIT "H"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** May 1, 2011

**LANDLORD:** Heather Croft, LLC & Mount Holly, LLC

**LANDLORD'S ADDRESS:** 450 Seventh Avenue. 45<sup>th</sup> Floor  
New York, New York 10123

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Approximately  
Fifteen thousand, three hundred sixty-seven square ft. ( 15,367 sq. ft) rentable square feet on the 1st floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM:** Two (2) years.

**CANCELLATION OPTION:** Tenant shall have the right to cancel this lease after the expiration of the eighteen (18<sup>th</sup>) month, with ninety (90) days written notice to Landlord and without penalty.

**ANNUAL RENT:**

The rent for the entire renewal term will be \$14.50 per square foot. The new rental rate shall begin May 1, 2011.

**PREPAYMENT OPTION:**

Tenant shall have the right to prepay their rent on an annual basis at the beginning of the annual rental term. If Tenant elects to prepay its rent, Landlord will discount the rent by two and one half percent (2 ½ %) as an incentive. Otherwise, Tenant shall pay monthly in accordance to this agreement.

**EXPIRATION DATE OF LEASE TERM:**

April 30, 2013

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None.

**SECURITY DEPOSIT:** None.

**SECOND AMENDMENT TO LEASE**

This **SECOND AMENDMENT TO LEASE**, made the 20<sup>th</sup> day of APRIL, 2011 and between **Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated June, 18, 2008 and First Amended in 2009 to change Paragraph 2C of the Lease, between the parties hereto, (the "Lease") Landlord leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the third floor (1,941 r.s.f.), Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease and First Amendment as follows:

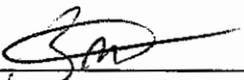
**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit A.
2. Deletion and Replacement of Paragraph 2a and 2b. Term.  
All provisions of Paragraphs 2a and 2b (Term) shall be deleted in their entirety and replaced with new language as follows:
  2. Terms and Rent
    - A. The term of the lease shall commence on June 1, 2011 and terminate at 12:00 midnight on May 31, 2013, unless sooner terminated as herein in Paragraph 2c of the First Amendment.
    - B. The beginning rent for the term of the lease will be \$14.50 per square foot and without an increase for year two.
3. Tenant accepts the space "as-is" for this extended term.

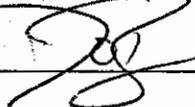
Except as expressly modified in this second amendment, the Lease Agreement and First Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this **SECOND AMENDMENT TO LEASE** to be executed the day and year first above written.

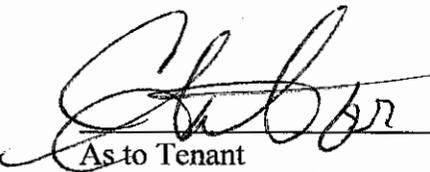
WITNESS:

  
\_\_\_\_\_  
As to Landlord

**HEATHERCROFT, LLC & MOUNT HOLLY, LLC. (Landlord)**

By:   
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_  
As to Tenant  
Carrie E. Ward  
Master Municipal Clerk  
City Clerk

**CITY OF RIVIERA BEACH  
("Tenant")**

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

APPROVED AS TO TERMS AND  
CONDITIONS

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
PAMALA H. RYAN  
CITY ATTORNEY

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** June 1, 2011

**LANDLORD:** Heather Croft, LLC & Mount Holly, LLC

**LANDLORD'S ADDRESS:** 450 Seventh Avenue. 45<sup>th</sup> Floor  
New York, New York 10123

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Suite 307, approximately One thousand nine hundred forty one square ft. (1,941 sq. ft) rentable square feet on the 3rd floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM:** Two (2) years.

**ESTIMATED DATE OF SUBSTANTIAL COMPLETION:** June 1, 2011

**RENTAL COMMENCEMENT DATE:** June 1, 2011

**EXPIRATION DATE OF LEASE TERM:** May 31, 2013

**RENEWAL OPTION:** None.

**CANCELLATION OPTION:**

In the event that the Tenant's grant funding is reduced during the term of this Lease, Tenant shall have the option to cancel this Lease at that time with ninety (90) days prior written notice as outlined in Paragraph 2C of the Lease Agreement, ("Cancellation Notice") to Landlord.

**ANNUAL RENT:**

Twenty-eight Thousand One Hundred Forty-four and 50/100 Dollars (\$28,144.50). This annual rent will remain unchanged for year two.

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

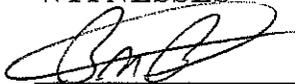
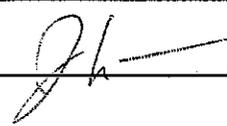
**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None

**SECURITY DEPOSIT:** None

**WITNESSES**

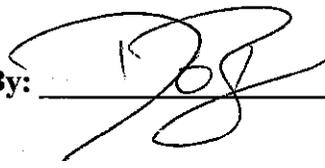
  
\_\_\_\_\_  
  
\_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
\_\_\_\_\_

**LANDLORD:**

Heather Croft, LLC & Mount Holly, LLC

By:   
\_\_\_\_\_

**TENANT:**

City of Riviera Beach, Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_