

RESOLUTION NO. 37-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY IN THE AMOUNT OF \$577,400 FOR THE IMPLEMENTATION OF NEIGHBORHOOD STABLIZATION PROGRAM (NSP) AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET FOR THE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for the use of grant funds made available under the Housing and Economic Recovery Act of 2008; and

WHEREAS, the Housing and Economic Recovery Act of 2008 established the Neighborhood Stabilization Program, and Palm Beach County is desirous of using these grant funds under the NSP Program to stabilize areas affected by numerous foreclosures; and

WHEREAS, the City of Riviera Beach has been awarded \$577,400 in NSP funds under this agreement to implement certain activities under the Neighborhood Stabilization Program; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach in the expenditure of NSP Funds for activities associated with the funds awarded which include acquisition, rehabilitation and sale of foreclosed properties.

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

SECTION 1. That the City Council approves an agreement with Palm Beach County accepting \$577,400 of NSP Funds for the implementation of NSP activities.

SECTION 2. That the City Council authorizes the Mayor and City Clerk to execute the agreement.

SECTION 3. That the City Council authorizes the Finance Director to establish a budget for the revenue and expenditure of funds from Account #116-00-331-504 and Account #116-0717-554-0-6251.

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

PASSED and APPROVED this 21 day of April, 2010.

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APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

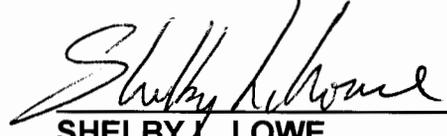
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO-TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

B. BROOKS aye

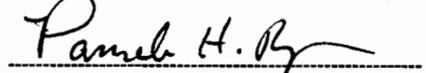
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/14/10

RESOLUTION NO. 38-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 241-09 FOR ANNUAL, AS NEEDED, UNIT PRICE DEMOLITION SERVICES TO THE LOW RESPONSIVE AND RESPONSIBLE BIDDER, DEVLAND SITE INC., A MINORITY BUSINESS ENTERPRISE, LOCATED IN LAKE WORTH, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Community Development Department has identified a need for annual demolition services to address hazardous structures which present a risk to public health and safety; and

WHEREAS, in accordance the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for the required annual demolition services needs of the City; and

WHEREAS, eight companies responded to the City's Invitation for Bids No. 241-09 and Devland Site Inc. of Lake Worth, Florida, a minority business enterprise, has been determined to be the low responsive and responsible bidder.

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

SECTION 1. The City Council hereby approves the award of an annual, "As Needed", unit price contract for demolition services to Devland Site Inc. of Lake Worth, Florida, and authorizes the Mayor and City Clerk to execute the appropriate construction services agreement for the same.

SECTION 2. The initial term of the agreement shall be twelve (12) months with up to two (2) additional 12 month renewal periods.

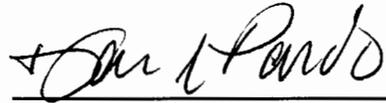
SECTION 3. The City Manager is authorized to approve up to two (2) additional 12 (twelve) month renewal periods.

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

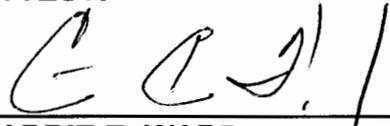
PASSED AND APPROVED this 21 day of April 2010.

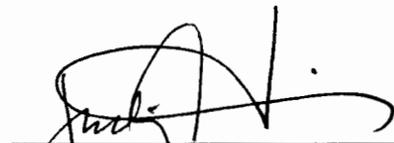
APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

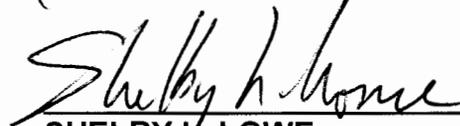
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO aye

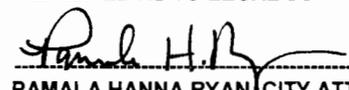
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE out

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/14/10

**CITY OF RIVIERA BEACH
CONTRACT FOR DEMOLITION SERVICES**

This Contract is made as of this 21 day of April, 2010 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 "CITY", and DEVLAND SITE, INC a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose Federal I.D. is 61-1523804.

WHEREAS, the CITY posted an Invitation to Bid, to wit, Bid No.: 241-09, hereinafter the "Bid", for demolition of structures on a fixed-price, variable quantity as needed basis throughout the City; and

WHEREAS, in accordance with the CITY's procurement procedures, the Contractor was the successful responsible bidder; and

WHEREAS, the CONTRACTOR desires to provide such demolition services to the CITY and the City desires to engage the services of the CONTRACTOR as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 – SERVICES OF CONTRACTOR

- A. The CONTRACTOR'S responsibility under this Contract is to furnish all materials, labor, supervision equipment, supplies, fees, permits and expertise for the demolition of structures on a fixed price, variable-quantity as needed basis as more specifically set forth in the Bid attached hereto as Exhibit "A" and made a part of this Contract.
- B. The amount of work to be performed under this contract shall be determined by individual work orders issued against the contract by the CITY. Upon issuance of an individual work order, CONTRACTOR shall submit a cost sheet, including line item descriptions and unit pricing in accordance with the terms of the Contract, which shall be approved by the CITY's designated representative. Upon approval of the cost sheet, the CITY shall issue a Notice to Proceed.
- C. CONTRACTOR shall coordinate all demolition activities with the CITY's designated project coordinator. CONTRACTOR's set-up and logistical areas will be pre-approved by the CITY's project coordinator with priority given to site safety and maintaining normal site operations.
- D. CONTRACTOR shall take those measures that are appropriate to protect people, buildings, structures and utilities from the demolition activities.

The CITY'S representative/liasion during the performance of this Contract shall be Benjamin Guy, Director of Purchasing, whose telephone number is (561) 845-4180.

The CITY'S representative/liason during the performance of this Contract shall be Benjamin Guy, Director of Purchasing, whose telephone number is (561) 845-4180.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Demolition work must begin within fifteen (15) calendar days from the date of receipt of the Notice to Proceed issued by the CITY. Demolition work shall be carried on at a rate to insure its full completion within the time specified on the individual work order authorizing such demolition, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

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 the Bid, without specific, prior approval of the City.
- B. Invoices - The CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed invoice which has been completed from the start of the job through completion of the job, together with such supporting evidence of the expenditures as required by this Contract. The CITY shall submit payment to CONTRACTOR within thirty (30) days of receipt of the invoice.

ARTICLE 4 - TERM OF CONTRACT

The term of the Contract shall be for one (1) year (12 months) with an option to renew the contract for (3) three additional twelve (12) month periods. The option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. Any additional renewals shall be approved and executed by the City Manager.

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – M/WBE PARTICIPATION

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

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

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

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 11 - INSURANCE

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.

A. 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.

B. 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.

C. 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.

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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



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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed

to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be



affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 - NOTICE

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

**Mary McKinney, Director of Community Development
600 West Blue Heron Blvd.
Riviera Beach, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**Devland Site, Inc.
1302 Wingfield Street
Lake Worth, FL 33460**

ARTICLE 29 - 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 27 - Modifications of Work.

ARTICLE 30 – INSPECTION OF WORK

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

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

ARTICLE 31 – 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 32 – TIME

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

ARTICLE 33 - 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 34 - 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 35 - PREPARATION

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

ARTICLE 36 - 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 37 - 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, Carl Deveaux 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 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this agreement, bid document and related addenda. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 241-09. To the extent that there exists a conflict between this Contract and bid 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 40 - LEGAL EFFECT

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

ARTICLE 41 - 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 42 – 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 43 - DEFAULT

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

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

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

ARTICLE 44 - 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 45 - 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.

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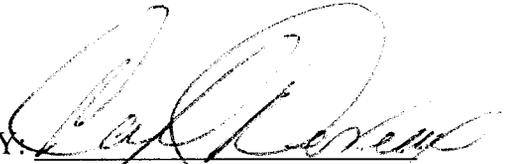


IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

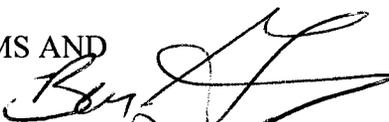
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
CARL DEVEAUX
PRESIDENT

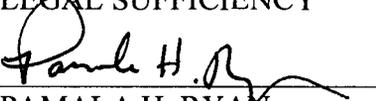
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
Ben Grey / Purchasing Director
(PRINT NAME & TITLE)
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 4/14/10

EXHIBIT "A"



RESOLUTION NO. 40-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING ADDITIONAL FUNDING IN THE AMOUNT OF \$7,000 FROM THE PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION TO THE JUSTICE SERVICE CENTER ON THE JOB TRAINING PROGRAM AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS FROM ACCOUNT NO. 151-0202-569-2-3101 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council on October 7, 2009 approved an Interlocal Agreement with the Board of County Commissioners, Palm Beach County to accept funding for the Youth Violence Prevention Project in the City of Riviera Beach; and

WHEREAS, the Justice Service Center under the Youth Violence Prevention Project identified a gap in services to clientele and developed a Justice Service Center On the Job Training Program; and

WHEREAS, the Justice Service Center has identified Urban Farmers Inc. Job Training to develop job opportunities for ex-offenders re-entering to the community; and

WHEREAS, the Criminal Justice Commission, has identified additional funding and desire to fund the Justice Service Center on the job training program \$7,000.

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

SECTION 1. The City Council approves additional funding from the Palm Beach County Criminal Justice Commission in the amount of \$7,000.

SECTION 2. The Finance Director is authorized to expend funds from Account 151-0202-569-2-3101.

SECTION 3. This Resolution shall take effect immediately upon its passage.

April 21, 2010

APPROVED:

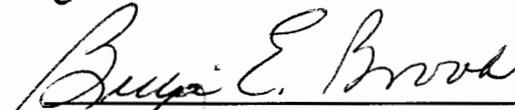

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

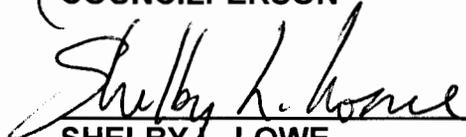
ATTEST:

 4/21/10
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO aye

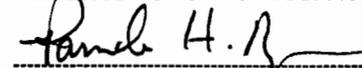
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE out

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/14/10

RESOLUTION NO. 41-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ZEIDLER PARTNERSHIP ARCHITECTS OF WEST PALM BEACH, FLORIDA, FOR CONCEPTUAL DESIGN OF THE BICENTENNIAL PARK AMPHITHEATRE AND THE PROGRAMMING AND CONCEPTUAL FOOTPRINT OF A NEW NEWCOMB HALL AT A COST OF NO MORE THAN \$25,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in the process of improving the marina and related waterfront areas which includes Bicentennial Park and Newcomb Hall; and

WHEREAS, the City desires to explore the option of constructing an amphitheatre and a new Newcomb Hall facility on the waterfront; and

WHEREAS, Zeidler Partnership Architects can provide consultative and Conceptual design services to the City; and

WHEREAS, Zeidler Partnership Architects can provide these services at a cost of no more than \$25,000.

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

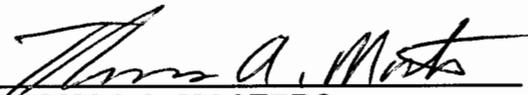
Section 1: The City Council authorizes the City Manager to execute an agreement with Zeidler Partnership Architects for consultative and conceptual design services for the Bicentennial Park Amphitheatre and programming and conceptual footprint design of a new Newcomb Hall facility to assist with obtaining funding and grant opportunities.

Section 2: The Finance Director is authorized to make payment up to \$25,000 to Zeidler Partnership Architects for services from account 310-1234-5726-6351.

Section 3: This Resolution shall become effective upon its passage by City Council.

PASSED and APPROVED this 21 day of April, 2010.

APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

(MUNICIPAL SEAL)

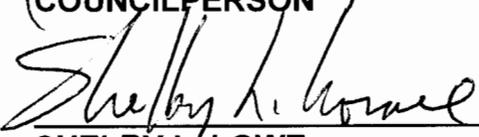

JUDY L. DAVIS
CHAIR PRO TEM

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO: aye

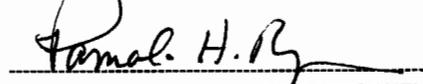
J. DAVIS: aye

B. BROOKS: aye

C THOMAS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 4/15/10

RESOLUTION NO. 42-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS FROM THE COMMUNITY BENEFITS ACCOUNT FOR THE JUSTICE SERVICE CENTER EX-OFFENDERS ON-THE-JOB TRAINING PROGRAM IN CONSTRUCTION AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT FOR URBAN FARMERS INC. IN THE AMOUNT OF \$50,000 AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS IN THE COMMUNITY BENEFITS ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council on October 7, 2009 approved an Interlocal Agreement with the Board of County Commissioners, Palm Beach County to accept funding for the Youth Violence Prevention Project in the City of Riviera Beach; and

WHEREAS, the Justice Service Center under the Youth Violence Prevention Project has identified a gap in services to clientele and has developed a Justice Service Center On the Job Training Program; and

WHEREAS, the Justice Service Center has contracted with Urban Farmers Inc. Job Training to develop job opportunities for ex-offenders re-entering to the community; and

WHEREAS, the City is desirous of continuing the on the job training contract with Urban Farmers Inc. in the amount of \$50,000 for the development of job opportunities.

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

SECTION 1. The City Council authorizes the Mayor and City Clerk to execute the contract between the City of Riviera Beach and Urban Farmers Inc. in the amount of \$50,000.

RESOLUTION NO. 42-10
PAGE -2-

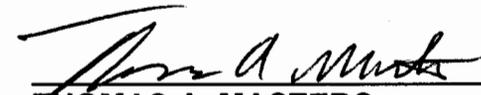
SECTION 2. The Finance Director is authorized to appropriate funds in the Community Benefits account as follows: Contract Services in the amount of \$50,000.

SECTION 3. A copy of the contract is attached hereto and made a part of the resolution.

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

April 21, 2010

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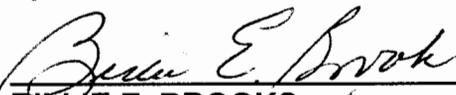

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: B. Brooks

D. PARDO nay

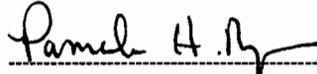
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/14/10

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of this ^{RIV}1st day of April, 2010, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida hereinafter referred to as the CITY, and Urban Farmers Inc. Job Training, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 80-6228731.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Job Training, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Gloria Shuttlesworth, telephone number (561) 845-4010.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on April 1, 2010 and complete all services by October 31, 2010.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "A" attached hereto and incorporated by reference herein but in no event more than \$50,000. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed

and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'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 of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TERMINATION

This Contract may be cancelled by the CONSULTANT 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 CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONSULTANT 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 CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

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

ARTICLE 6 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT as relevant. The CONSULTANT is not authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT 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 7 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 CONSULTANT of its liability and obligations under this Contract.

- B. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, in the amount of \$100,000.00 per occurrence to protect the CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

- C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$100,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT 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 CONSULTANT.
- D. 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, if requested.

ARTICLE 8 - INDEMNIFICATION

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

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

CONSULTANT 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.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

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 9 - SUCCESSORS AND ASSIGNS

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

ARTICLE 10 - 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 legal action necessary to enforce the Contract will be held in Palm Beach County.

ARTICLE 11 - 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 12 - CONFLICT OF INTEREST

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

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

ARTICLE 13 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT 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 CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant 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 CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 14 - INDEBTEDNESS

The CONSULTANT 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 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All documents prepared by The CONSULTANT for final payment of any amounts due under this Contract may be inspected by the CITY and/or copies of such documents can be made upon

request.

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 CONSULTANT 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 CONSULTANT 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 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT 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 17 - ACCESS AND AUDITS

The CONSULTANT 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 section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 18 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration 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 19 - AUTHORITY TO PRACTICE

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

The CONSULTANT 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 20 - 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 21 - PUBLIC ENTITY CRIMES

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

ARTICLE 22 - MODIFICATION 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 CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the City Manager.

ARTICLE 23 - 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:

Gloria Shuttlesworth, Assistant City Manager
City of Riviera Beach
600 W. Blue Heron Blvd
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Terry C. Booty, President
Urban Farmers Inc.
701 S. Olive St. 204
West Palm Beach, FL 33401

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution

against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 26 - 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 27 - WAIVER

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

ARTICLE 28 - PREPARATION

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

ARTICLE 29 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT 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 30 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT 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, Terry C. Booty of Urban Farmers Inc. hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 31 - 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 32 - 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 33 – 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 34 - DEFAULT

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

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

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

ARTICLE 35 - WAIVER OF SUBROGATION

The CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 36 - RIGHT TO REVIEW

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

[SIGNATURES ON FOLLOWING PAGE]

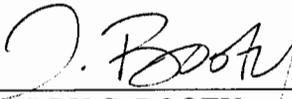
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

URBAN FARMERS INC.

BY: 
THOMAS A. MASTER
MAYOR

BY: 
TERRY C. BOOTY
PRESIDENT

ATTEST:

APPROVED AS TO TERMS AND
CONDITIONS

BY:  4/21/10
CARRIE E. WARD
CITY CLERK, MMC

BY: 
GLORIA SHUTTLESWORTH
ASSISTANT CITY MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATTORNEY

DATE: 4/14/10

Exhibit A

urban farmers

Jeanette A. Gordon
Justice Service Center
City of Riviera Beach
2051 MLK Blvd. Ste 307
Riviera Beach, FL 33404

Urban Farmers Inc.
701 S. Olive St. Suite 204
West Palm Beach FL, 33401

Re: On the Job Training Program – Construction Workforce

Ms. Gordon,

Urban Farmers Inc. proposes the following management services for the Justice Service Center On- The Job Training Program:

Program Development

Urban Farmers Inc will create a basic construction curriculum focused on residential rehabilitation and new construction. The core of the curriculum is designed to expose ex-offenders to various task associated with the most common trades in the construction industry; carpentry, masonry, electrical, mechanical, plumbing, drywall and landscaping. The program will function in three parts, guided field work, guided research, and mentorship. Urban Farmers will develop metrics for client evaluation, access to trade certification programs, and employment referral services. Each aspect of the program will be tailored to the Justice Service Center client base:

Guided Field Work- Each foreman selected for the program has over 10+ years of experience and an extensive background in both residential and commercial construction. The foreman will outline each day the construction task, proper tools, and means of production. Throughout the day the foreman will guide each trainee while reinforcing the terminologies of the particular trade. The interaction between the foreman and trainees provides an opportunity for the trainee to be critique and ask questions in an unassuming environment.

Guided Research - Each trainee will be required to follow a specific trade curriculum, as outlined by respective trade's councils. The guided research reinforces the tasks identified in the field.

Mentorship - The enrichment of each trainee starts with employment and continues through the development of life skills that stretch beyond the jobsite. During the training, each client will have access to a life coach, mentor, and motivational speaker. This three tiered approach to mentorship strengthens their network of accountability. The professional speakers and coaches are equipped to give the trainees methods & strategies to deal with adversities faced when reentering society from incarceration.

The heart of the program is the development of relationships with the trainees and building professionals; building strong relationships in the construction industry is the key to success. Urban Farmers Inc seeks to emulate the pace, environment, and practices of a true construction jobsite.

Program Management

Urban Farmers Inc will serve as the Program Manager for client training, project identification, project development, progress reporting, and client evaluation. The implementation of the On-the-Job-Training Program is critical to the success of the JSC clients bridging the gap between incarceration and gainful employment. As the Program Manager, we are held accountable for all aspects related to the On-the-Job Training Program. This single point of accountable is the strength of our management; from building permits to mentorship, our success is based on intimate knowledge the construction project and the trainee:

Project Scope Development: For each project identified in the City of Riviera Beach, Urban Farmers will develop a detailed scope of work. This will include the projected man hours, material cost, and administrative cost. This will allow the JSC the best use of resources prior to the start of construction.

Project Cost Reporting: Each week Urban Farmers will submit a detailed Anticipated Cost Report; this allows the executive committee to accurately account for each dollar spent.

Project Schedule: Each project will have a unique schedule outlining the critical milestones of the project including inspections, turnover, and other notable dates to ensure the trainees focused and projects remain under budget.

Employment Structure

Urban Farmers Inc. will be the hiring agent of the JSC clients. Each trainee will be hired based on JSC recommendation. Employment duration will be established based 8 to 10 week period or tailored to the best use of funding. The trainees will be paid \$8.25 an hour; this is \$1.00 above Florida state minimum wage. Urban Farmers Inc. has the ability to subcontract work with the private building community; thus thee trainees will have the opportunity to work on projects outside of homes identified by the JSC & Community Development.

Program Budget

The cost of the program includes the wages for the trainees, professional tradesmen's, management fees, and tools. The attached budget and scope of works outlines in detail the cost for each renovation project. (Reference City Emergency Public Assistance Request Resident's Spreadsheet)

The \$50,000 budget allows for the JSC On –The- Job Training Program to develop and train 10 additional ex-offenders and facilitate the rehabilitation of 4 more homes in the City of Riviera Beach. Based on the pilot venture at the Lane residence the trainees should remain in the program for at least two months in order to fully grasp the concepts, vocabulary and accurately update their resume to reflect the training experience.

Key Measures of Success

Beyond the completion of the homes, we understand the primary goal of the Justice Service Center OTJP is to restore lives, create productive citizens, and instill hope in ex-offenders. The training program is geared toward each trainee transition to full time construction employment within the 8 to 10 week period. We are committed to enrichment of your client’s lives through practical development of employment skill that will set them up for the highest level of success. We know through our partnership we will provide an opportunity unparalleled in Riviera Beach. We look forward to getting started.

For your reference please find attached the following documents:

1. Sample Project Budget Development
2. Sample Anticipated Cost Report
3. Sample Schedule
4. Sample Weekly Evaluation

In addition to the sample work products for the OJTP, enclosed is the biography of Terry C. Booty, president of Urban Farmers Inc. We look forward to working with the Justice Service Center.

Regards,



Terry Christopher Booty
President
Urban Farmers Inc.

City Emergency Public Assistance Request Residents

#	Name	District	Estimate	Remarks
1	Hester, Jessie and Arlene	2	\$ 7,490.00	Senior Citizens/roof for insurance
2	Davenport, Linda	4	\$ 15,000.00	distressed roof & windows
3	Martin, Gwendolyn	3	\$ 11,000.00	vet/ mold
4	Profit, Alphonso	1	\$ 9,875.00	Senior citizen/fire damage no insurance
Subtotal			\$ 43,365.00	
20% Contingency			\$ 8,673.00	
Total			\$ 52,038.00	

REHABILITATION SPECIFICATION ANALYSIS REPORT

PROPERTY INFORMATION:

Property Address:	2751 Avenue H East, Riviera Beach, FL 33404			
Property Owner:	Arlene/Jesse Hester			
Home Phone:	561-848-0904			
Year Built:	1962			
Building Description:	Number of bedrooms:	3	Number of bathrooms:	2
Property Control Number:	56-43-42-28-25-023-0040			

H.C.D. INFORMATION

Inspector:	Mark Sessa	Phone:	561- 312-4503
Advisor:	H. A. Llewellyn	Phone:	561- 840-3142
<input checked="" type="checkbox"/> ORIGINAL, for advisor's file with in-house estimate of total cost: \$7,490.00 <input type="checkbox"/> COPY, Ready for Bid (blank copy without cost information).			

PROPERTY OWNERS REVIEW & APPROVAL OF SPECIFICATIONS & AUTHORIZATION TO BID:

I/ We have reviewed in detail this Work Write-Up consisting of 2 items, with the rehabilitation inspector and understand the specifications of the work to be performed on our property. I/We also agree that there will be "NO" changes in the specifications unless needed to meet Housing or Building Code Requirements. Furthermore, I/We authorize Palm Beach County Housing and Community Development to obtain bids for the work contained in this Work Write-Up.

X _____ / / **X** _____ / /
 Property Owner's Signature Date Property Owner's Signature Date

EXPLANATION OF CODES

CODE 01:	Items intended to correct code violations
CODE 02:	Items intended to correct incipient violations
CODE 03:	General property improvements

CONTRACTOR BID INFORMATION

Total contractor bid for requested work: \$ _____
 The proposed work shall be completed within 45 working days.

Bid submitted by:
 Company Name: _____

Authorized Signature*: **X** _____
 * Signature of licensee, or signature of person authorized by licensee whose authorization must be on file at HCD.

CITY OF RIVIERA BEACH, HOUSING AND COMMUNITY DEVELOPMENT
600 W. Blue Heron Blvd., Riviera Beach, FL 33404

REHABILITATION SPECIFICATION WORK WRITE UP

Client:	Arlene/Jessie Hester	Date:	12/10/09
Address:	2751 Avenue H East, Riviera Beach, FL 33404		

This Rehabilitation Specification Analysis Report shall be submitted in its entirety, with the permit application. It shall fully disclose the scope of work to be performed, permitted and inspected. One permitted copy, stamped by the building department of jurisdiction, shall be submitted to the PBC Community Development Inspector with the final pay application.

Contractors shall provide all labor, material, equipment, and permits required by the building department of jurisdiction to perform the following 2 line items:

Description	Code	Lot	
1) Flat Deck Cap Sheet Roof	01	01	<u>\$2,570.00</u>

Remove entire flat deck roof covering. Replace damaged sheathing, repair/replace damaged rafters and related roof components. The contractor shall include in his bid the potential of replacing deteriorated sheathing up to 10% of the roof area. Sheathing damage in excess of 10% and severe rafter damage shall be addressed in a change order. Prepare existing roof sheathing and nailing per building code. Replacement sheathing shall be a minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

All roof sheathing/decking nailing shall be brought up to meet the 2007 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails. Plywood sheathing joints shall be covered with a secondary water barrier.

Place 16 " wide, 26 gauge, valley sheet metal along the length of transition from the shingles roof into the new flat deck roof. Install a 4 ply built up roof system consisting of 75# fiberglass base sheet, 3 plies of hot mopped fiberglass finishing with a hot mopped mineral surfaced modified fiberglass cap sheet. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of jurisdiction.

Note 1: Contractor shall submit an affidavit to Palm Beach County Housing & Community Development to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

Note 2: Contractor shall replace deteriorated portions of existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.

Note 3: The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. **No fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.**

Note 4: This item will have a mandatory inspection with the rehabilitation inspector.

CITY OF RIVIERA BEACH
 REQUEST FOR PUBLIC ASSISTANCE



RESIDENT: BUSINESS:

DATE: 9/25/08

NAME OF PERSON OR BUSINESS AND OWNER: Linda Davenport

TYPE OF ASSISTANCE REQUESTED: roof leaking, windows shaking

REQUESTING PARTY PHYSICAL LOCATION

STREET ADDRESS: 1020 MORSE Blvd

CITY: Riviera Beach	COUNTY: Palm Beach	STATE: FL	ZIP CODE: 33404
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MAILING ADDRESS (If different from Physical Location)

STREET ADDRESS

POST OFFICE BOX	CITY	STATE	ZIP CODE
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Primary Contact

Alternate Contact

NAME	NAME
TITLE	TITLE
BUSINESS PHONE	BUSINESS PHONE
FAX NUMBER	FAX NUMBER
HOME PHONE (Optional): 501-844-5000	HOME PHONE (Optional)
CELL PHONE	CELL PHONE
E-MAIL ADDRESS	E-MAIL ADDRESS
PAGER & PIN NUMBER	PAGER & PIN NUMBER

Signature of Requestor:

Request Received by: Adrienne Bess

Refer to City:
 Refer to County:
 Refer to Other: _____

CLASSIFIED AS AN EMERGENCY

REHABILITATION SPECIFICATION ANALYSIS REPORT

PROPERTY INFORMATION:

Property Address:	1020 Morse Blvd. Riviera Beach, Fl. 33404		
Property Owner:	Linda Davenport		
Owner's Address:	1020 Morse Blvd. Riviera Beach, Fl. 33404		
Home Phone:	(561)		
Work Phone:	(561)		
Building Description:	Number of bedrooms:	3	Number of bathrooms: 3
Property Control Number:			

H.C.D. INFORMATION

Inspector:	Troy Burrs	Phone:	(561) 601-5988
Advisor:	John Green	Phone:	(561) 840-3142

EXPLANATION OF CODES

CODE 01:	Items intended to correct code violations
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CONTRACTOR BID INFORMATION

Total contractor bid for work requested: \$ _____
Bid submitted by: _____ Signature: X _____
The proposed work shall be completed within <u>30</u> calendar days.

**Emergency Rehabilitation Specifications
Specifications Work Write-Up**

Client:	Linda Davenport	Date:	October 7, 2008
Address:	1020 Morse Blvd. Riviera Beach, Fl. 33404		

This Work Specifications Write-UP shall be submitted in its entirety, with the permit application. It shall fully disclose the scope of work to be performed, permitted and inspected. One permitted copy, stamped by the building department of jurisdiction, shall be submitted to the PBC Community Development Inspector with the final pay application.

Contractors shall provide all labor, material, equipment, and permits required by the building department of jurisdiction to perform the following ___ line items:

	Description	Code	Qty.	Bid Amount
1.	Low Slope Cap Sheet Roof	01	Lot	\$ _____

Remove entire low slope roof covering. Replace damaged sheathing, repair/replace damaged rafters and related roof components. The contractor shall include in his bid the potential of replacing deteriorated sheathing up to 10% of the roof area. Sheathing damage in excess of 10% and severe rafter/truss top chords damage shall be addressed in a change order. Prepare existing roof sheathing and nailing per building code. Replacement sheathing shall be a minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

All roof sheathing/decking nailing shall be brought up to meet the 2004 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails.

Install a 4 ply built up roof system consisting of 75# fiberglass base sheet, 3 plies of hot mopped fiberglass finishing with a hot mopped mineral surfaced modified fiberglass cap sheet. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. **Install to code and manufacturer's specifications two (2) new wind driven turbines with caps.** The entire new roof system, including transition into a separate roof not included in this scope of work, shall conform to building code of jurisdiction.

Note 1: Contractor shall submit an affidavit to Palm Beach County Housing & Community Development to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

Note 2: Contractor shall replace deteriorated portions of existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.

Note 3: The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. **No**

fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.

Note 4: This item will have a mandatory inspection with the rehabilitation inspector.

Note 5: Owner shall have choice of color.

Description

Code Qty. Bid Amount

2. Flat Deck Cap Sheet Roof

01 Lot \$ _____

Remove entire flat deck roof covering. Replace damaged sheathing, repair/replace damaged rafters and related roof components. The contractor shall include in his bid the potential of replacing deteriorated sheathing up to 10% of the roof area. Sheathing damage in excess of 10% and severe rafter damage shall be addressed in a change order. Prepare existing roof sheathing and nailing per building code. Replacement sheathing shall be a minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

All roof sheathing/decking nailing shall be brought up to meet the 2004 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails. Plywood sheathing joints shall be covered with a secondary water barrier.

Install a 4 ply built up roof system consisting of 75# fiberglass base sheet, 3 plys of hot mopped fiberglass finishing with a hot mopped mineral surfaced modified fiberglass cap sheet. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of jurisdiction.

Note 1: Contractor shall submit an affidavit to Palm Beach County Housing & Community Development to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

Note 2: Contractor shall replace deteriorated portions of existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.

Note 3: The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. **No**

fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.

Note 4: This item will have a mandatory inspection with the rehabilitation inspector.

3. Soffit Replacement

01 lot \$ _____

Replace deteriorated soffit to the next joint or minimum 6 feet. Fill all nail holes and seal with caulking the seams of joints and where they meet the soffit and prepare for paint. Apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic finish paint the new wood to match existing soffit paint as close as possible. Replace soffit venting to match existing.

Locations: North west corner 12' section & front of House (near front door)

TOTAL BID: \$ 15,000

DRI
REHABILITATION SPECIFICATION ANALYSIS REPORT

PROPERTY INFORMATION:

Property Address:	1530 W.12 th Court, Riviera Beach, FL 33404			
Property Owner:	Gwendolyn Martin			
Home Phone:	561- 502-6423			
Work Phone:				
Year Built:	1963			
Building Description:	Number of bedrooms:	3	Number of bathrooms:	1
Property Control Number:	56-43-42-32-13-006-0140			

H.C.D. INFORMATION

Inspector:	MARK SESSA	Phone:	561- 312-4503
Advisor:	H. A. LLEWELLYN	Phone:	561- 840-3142
<input type="checkbox"/> ORIGINAL, for advisor's file with in-house estimate of total cost:\$ <u>11,005.00</u>			
<input type="checkbox"/> COPY, Ready for Bid (blank copy without cost information).			

PROPERTY OWNERS REVIEW & APPROVAL OF SPECIFICATIONS & AUTHORIZATION TO BID:

I/ We have reviewed in detail this Work Write-Up consisting of 8 items, with the rehabilitation inspector and understand the specifications of the work to be performed on our property. I/We also agree that there will be "NO" changes in the specifications unless needed to meet Housing or Building Code Requirements. Furthermore, I/We authorize Palm Beach County Housing and Community Development to obtain bids for the work contained in this Work Write-Up.

X _____ / / _____ X _____ / / _____
 Property Owner's Signature Date Property Owner's Signature Date

EXPLANATION OF CODES

CODE 01:	Items intended to correct code violations
CODE 02:	Items intended to correct incipient violations
CODE 03:	General property improvements

CONTRACTOR BID INFORMATION

Total contractor bid for requested work: \$ _____
 The proposed work shall be completed within 45 working days.

Bid submitted by:
 Company Name: _____

Authorized Signature*: X _____

* Signature of licensee, or signature of person authorized by licensee whose authorization must be on file at HCD.

Gwendolyn Martin

instructions, shall have aluminum channels permanently affixed to the building per manufacturer's instructions and painted to match the exterior finish. Shutters shall be marked in permanent ink corresponding to matching windows and/or door(s).

Shutters shall be completely installed for the rehabilitation inspector's inspection, then removed and stored at a location indicated by the owner. Miscellaneous parts shall be stored in a sealed container and delivered to the owner at the project close-out.

Note 1: Contractor shall submit Dade County Product approvals, stamped by the Building Department of jurisdiction, with this Project's close-out package.

Note 2: Patch holes and touch-up paint disturbed finishes resulting as associated with this project to match existing finishes as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

3) Smoke Detectors **2** **\$300.00**

Install (2) U.L approved smoke detector(s) wired 115 volt with battery backup. Place in accordance with the electrical and building code of jurisdiction. (Hallway and Kitchen locations).

Note: Jurisdiction may require two smoke detectors in hallway and in each bedroom.

ATTENTION: Contractor shall run a new Arc Fault protected circuit to energize all smoke detectors.

4) Kitchen Cabinets **\$1,475.00**

Remove kitchen wall cabinets, base cabinets and counter top. Replace with new cabinets: Kitchen cabinets shall be constructed with a solid wood frame on the doors and cabinet face; the box shall be comprised of minimum ½" plywood; shelves **ONLY** may be of composite material and finish covering may be wood veneer or plastic laminate at option of the owner. Cabinets shall include a plastic laminate counter top and back splash over the base cabinets made of minimum of ¾" plywood. Backsplash shall extend from the counter top up to the bottom of the wall cabinets.

Note: Counter top and floor of cabinets may **"not"** be of a composite material.

5) Kitchen Sink and Faucet **\$425.00**

Remove existing kitchen sink, faucet, p-trap, supply water valves. Install a new double bowl, 8" deep stainless steel sink, strainer assembly, p-trap and tail assembly, water supply valves, and single handle washerless faucet, Moen or equal quality.

Install a new single handle washerless faucet, Moen or equal quality.

6) Bathroom

Bath Lavatory Faucet **1** **\$300.00**

Remove existing lavatory faucet, p-trap, supply water valves. Install new water supply valves and escutcheons, strainer assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality. Reinstall existing lavatory bowl.

Bathroom Sink Trap, Water Supply Valves **1** **\$200.00**

Gwendolyn Martin

Replace trap and other required waste line components and water supply valves to eliminate leaks.

Bathroom Vanity 1 **\$650.00**

Remove vanity and existing lavatory faucet, p-trap, supply water valves. Replace with a new vanity constructed with solid wood frame on the doors and cabinet face; the box shall be comprised of minimum 1/2" plywood; and finish covering must be wood veneer or plastic laminate. Counter top and 4" back splash shall be a minimum of 5/8" plywood with cast iron enamel sink or cultured marble with and integral bowl cast in the counter top. Install new water supply valves and escutcheons, strainer assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality.

Bath Lavatory Sink 1 **\$350.00**

Remove existing lavatory faucet, p-trap, supply water valves. Install new water supply valves and escutcheons, strainer assembly, p-trap and tail assembly, and single handle washerless faucet, Moen or equal quality. Install new lavatory cast iron/porcelain sink.

Bath Tub 1 **\$900.00**

Remove old bath tub and install an "Americast" or equal cast iron tub. Bath tub shall be stabilized by wood on the wall length and mortar or approved substitute on the bottom. Include pop-up stopper, trap, waste, and overflow.

Diverter 1 **\$650.00**

Remove existing diverter assembly. Replace with new washerless single handle diverter assembly faucet valves with screwdriver stops, Moen "Chateau" or equal. Install new spout and water saving showerhead. Repair and patch Ceramic tile and match as close as possible. Provide and supply a new stainless steel escutcheon plate diverter trim.

Ceramic Tile Tub Wrap 1 **\$950.00**

Remove all ceramic tile and tile backer. Replace water and/or insect damaged studs and furring. Install cementitious tile backer as per manufacturers recommendations. Cementitious tile backer shall be equal to or better than "Wonderboard". Install with thin-set new 4"X4"X1/4" ceramic tile with 2"X6" bullnose trim around perimeter. Tile to finish one full tile above the showerhead spout pipe. Accessories shall include a ceramic soap dish and towel bar placed in the thin-set material. Color choice shall be by owner.

7) Windows **\$575.00**

Seal and patch existing windows. Caulk and seal all windows (interior and exterior exposures). All materials used to be applied per manufacturer's recommendations. Replacement of (2) marble sills in master bedroom required. Replace with similar grades and materials.

8) Electrical Outlets **\$785.00**

Remove existing sub-standard wiring in master bedroom, kitchen, hallway and living room. Provide new circuit, wiring and switch assemblies meeting current N.E.C. specifications. G.F.I.

Gwe Jlyn Martin

Outlets required in bathroom and kitchen areas. Electrical wiring and equipment undergoing repairs permitted to be replaced with similar materials per N.E.C. 508.1 standards.

TOTAL BID AMOUNT: \$11,005.00

CITY OF RIVIERA BEACH HOUSING AND COMMUNITY DEVELOPMENT
600 WEST BLUE HERON BOULEVARD, RIVIERA BEACH, FL 33404

FIRE DAMAGE REPAIR REPORT

Client:	Alphonso Profit	Date:	3/12/2010
Address:	1653 W.27 th Street #B, Riviera Beach, FL 33404		

This Fire Damage Repair Report shall be submitted in its entirety, with the permit application. It shall fully disclose the scope of work to be performed, permitted and inspected. One permitted copy, stamped by the building department of jurisdiction, shall be submitted to the Riviera Beach DRI Housing and Community Development Inspector with the final pay application.

Contractors shall provide all labor, material, equipment, and permits required by the building department of jurisdiction to perform the following 14 line items:

Description:	Code	Qty	Bid Amount
1) Windows: Aluminum – Kitchen	01	01	<u>\$350.00</u>

Remove existing Kitchen window. Install new aluminum single hung window with aluminum framed screen. Provide modifications to opening if necessary to accommodate new window. If existing window sill is disturbed, replace with bull nose tile or marble sill.

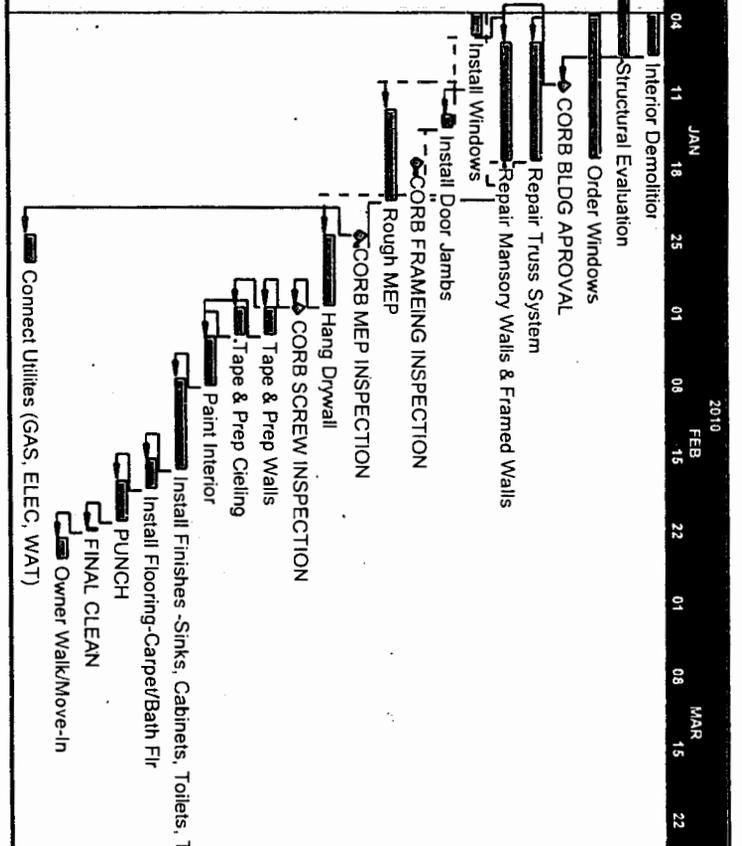
2) Interior Pre-Hung Door – Bathroom	01	01	<u>\$250.00</u>
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Remove existing bathroom door and casing. Replace door assembly with a pre-hung 1 3/8" hollow core door, casing and lever, both sides, privacy lockset. Fill all nail holes and apply one (1) coat of acrylic primer/sealer and paint with two (2) coats of semi-gloss acrylic enamel paint.

3) Floor Covering – Kitchen – Vinyl	01	LOT	<u>\$425.00</u>
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Remove existing deteriorated kitchen floor covering. Scrape and clean floor to achieve a smooth uniform surface. Install 1/8", 12" x 12" vinyl tile in accordance with the manufacturer's recommendations. Provide shoe molding at wood base of new floor borders. Apply one (1) coat primer/sealer and two (2) coats of finish paint to match existing finishes. Install chrome/stainless steel threshold strips at transition joints. Clean, seal and wax polish the finished floor prior to delivery. Contractor shall provide sample board for owner's choice of colors and patterns.

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2009 DEC 28	2010 JAN 04	JAN 11	JAN 18	JAN 25	FEB 01	FEB 08	FEB 15	FEB 22	MAR 01	MAR 08	MAR 15	MAR 22
1020	Interior Demolition	5d	5d	04JAN10	08JAN10													
1030	Structural Evaluation	0	5d	21DEC09 A	08JAN10													
1032	Order Windows	10d1f	10d1f	04JAN10 *	18JAN10													
1040	CORB BLDG APPROVAL	0	0	11JAN10														
1050	Repair Truss System	8d	8d	07JAN10	18JAN10													
1060	Repair Mansory Walls & Framed Walls	8d	8d	07JAN10	18JAN10													
1061	Install Windows	3d	3d	04JAN10	06JAN10													
1062	Install Door Jambs	2d	2d	14JAN10	15JAN10													
107c	CORB FRAMEING INSPECTION	0	0		18JAN10													
1080	Rough MEP	4d5h	7d	13JAN10 *	22JAN10													
1090	CORB MEP INSPECTION	0	0		25JAN10													
1100	Hang Drywall	5d	5d	25JAN10	01FEB10													
1110	CORB SCREW INSPECTION	0	0		01FEB10													
1120	Tape & Prep Walls	3d	3d	01FEB10	04FEB10													
1130	Tape & Prep Ceiling	3d	3d	01FEB10	04FEB10													
1140	Paint Interior	3d	3d	04FEB10	09FEB10													
1170	Install Finishes -Sinks, Cabinets, Toilets,	7d	7d	08FEB10	17FEB10													
1180	Install Flooring-Carpet/Bath Fir	3d	3d	16FEB10	19FEB10													
1181	PUNCH	2d1h	2d1h	18FEB10	22FEB10													
1182	FINAL CLEAN	1d	1d	23FEB10	23FEB10													
1183	Owner Walk/Move-in	2d1h	2d1h	24FEB10	26FEB10													
1190	Connect Utilites (GAS, ELEC, WAT)	3d	3d	25JAN10	28JAN10													



Start date	04JAN10
Finish date	26FEB10
Data date	04JAN10
Run date	18DEC09
Page number	1A

SAMPLE

Stella Lane Home Repair

© Primavera Systems, Inc.

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

THE LANE HOUSE

PROJECT FUNDING & CONSTRUCTION BUDGET

January 12, 2010

PROJECT FUNDING

	Value	Contact	Requirements
CORB Housing Dept.	\$ 25,000.00	Green	funds avail.
CORB City Council	\$ -		
Private Donations	\$ -		
Waste Management	\$ 2,000.00	Low	value of dumpsters
HPI Plumbing	\$ 800.00	Booty	donation of tub/showers
Funding Total	\$ 27,800.00		

PROJECT COST

	Value	Contact	Notes
Structural Engineer Review	\$ 1,000.00		verify w/ E. Saffold & Green
Design Fees	\$ 1,200.00		
Plan Review Fees	\$ 500.00		
Building Permit Fees	\$ 500.00		
Drawings	\$ 500.00		
Soils & Site L	\$ 4,200.00		
Project Supervision	\$ 4,000.00		
Mechanical	\$ 2,500.00		
Electrical	\$ 4,000.00		verify w/ Pratt
Plumbing	\$ 3,000.00		
Truss/Joist Replacement	\$ 2,500.00		
Stud/Drywall Replacement	\$ 2,000.00		
Window Replacement	\$ 2,600.00		
Masonry Repair	\$ 1,200.00		
Interior Paint	\$ 1,200.00		
Exterior Paint	\$ 1,200.00		
Kitchen/Bath Cabinet Replacement	\$ 1,200.00		
Flooring Replacement	\$ 2,000.00		
Counter Top Replacement	\$ 1,100.00		
Landscaping & Driveway	\$ 2,500.00		verify w/ John Russ
Doors and Hardware	\$ 1,000.00		
Dumpster/Trash Removal	\$ 2,000.00		
Termite Treatment	\$ 300.00		
Partial Roof Replacement	\$ 2,500.00		
Thermal Insulation/Sealant	\$ 600.00		
JSC Trainee Labor Pool	\$ 14,200.00		does not include workers compensation. based \$1 over min wage
Subtotal	\$ 55,800.00		
General Contractor's Overhead + Fee	12%	\$ 6,696.00	
Total Cost	\$ 62,000.00		

BUDGET SUMMARY

Committed Funds	\$ 27,800.00
Project Cost	\$ 62,000.00
Funding Gap	\$ 34,200.00

SAMPLE JSC

Estella Lane Rehab - CORB OJTP		2/18/2010			
Anticipated Cost Report					
Description	Tradesman/Supplier	Budget	Expenditure	Status	Department
Phase I		\$4,500.00			
Debris Removal & Demolition	Urban Farmers Inc. (Trainee Labor)		\$2,250.00	PAID 2/05/2010	Comm Dev
Supervision	Urban Farmers Inc.		\$300.00	PAID 2/05/2010	Comm Dev
Material & Equipment	Home Depot (0220-423260)		\$325.65	Paid (Home Depot Account)	Comm Dev
Material & Equipment	Home Depot (0220-423039)		\$291.52	Paid (Home Depot Account)	Comm Dev
Material & Equipment	Home Depot (0220-423124)		\$199.31	Paid (Home Depot Account)	Comm Dev
	Subtotal	\$4,500.00	\$3,366.48		
Phase II		\$7,700.00			
Mason	Master Mason		\$1,350.00	PAID 2/05/2010	Comm Dev
Carpenters	Urban Farmers Inc.(Trainees)		\$2,000.00	PAID 2/05/2010	Comm Dev
Supervision	Urban Farmers Inc.		\$300.00	PAID 2/05/2010	Comm Dev
Material & Equipment	Home Depot (0220-423825)		\$184.21	Paid (Home Depot Account)	Comm Dev
Material & Equipment	Home Depot (0220-423826)		\$85.58	Paid (Home Depot Account)	Comm Dev
Material & Equipment	Home Depot (0220-423823)		\$22.03	Paid (Home Depot Account)	Comm Dev
Material & Equipment	Home Depot (0220-423468)		\$79.00	Paid (Home Depot Account)	Comm Dev
Misc	Lowe's		\$58.75	PAID 2/05/2010	Comm Dev
	Subtotal	\$7,700.00	\$4,079.57		
Phase III		\$13,500.00			
Landscape Demolition	Russ Total Lawn Care		\$850.00	PAID 2/19/2010	Comm Dev
Electrician	Bay Court Electric Inc.		\$1,100.00	PAID 2/22/2010	Comm Dev
Plumber	HPI		\$1,500.00	Pending	Comm Dev
HVAC Deposit & Rough	Roland's A/C & Refrigeration Inc		\$2,200.00	PAID 3/05/2010	JSC
Window & Door Installer	Alumi Glass		\$350.00	PAID 3/05/2010	JSC
Labor (Trainees) 5 days	Urban Farmers Inc.		\$000.00	PAID 2/02/2010	Comm Dev
Labor (Trainees) 5 days	Urban Farmers Inc.		\$000.00	PAID 3/05/2010	JSC
Supervision	Urban Farmers Inc.		\$000.00	PAID 2/12/2010	JSC
Supervision	Urban Farmers Inc.		\$000.00	PAID 3/05/2010	JSC
Windows (9 windows)	Alumi Glass		\$1,800.00	PAID 3/05/2010	JSC
Electrical Materials (Main Panel)	Gexpro		\$235.82	Invoice Pending	JSC
Materials & Equipment (elec)	Home Depot (0220-0000)		\$1,567.20	Paid (Home Depot Account)	Comm Dev
Materials & Equipment	Home Depot (0220-0000)		\$500.00	Paid (Home Depot Account)	Comm Dev
Doors	Home Depot (0220-0000)*		\$700.00	Paid (Home Depot Account)	Comm Dev
Misc	Lowe's		\$200.00	PAID 2/12/2010	Comm Dev
Misc	Lowe's		\$200.00	Paid	Comm Dev
Electrical Rough	Bay Court Electric Inc.		\$500.00	Pending	Comm Dev
	Subtotal	\$13,500.00	\$17,803.02		
Phase V		\$7,000.00			
Drywall Foreman			\$1,200.00		
Drywall Material	Home Depot		\$1,100.00		
Pest Control					
Labor (Trainees)			\$2,000.00	Pending	Comm Dev
Supervision			\$500.00		
Rigid Insulation/Ceiling Insulation			\$225.00	Pending	Comm Dev
	Subtotal	\$7,000.00			
Phase IV		\$6,000.00			
Roof Replacment			\$1,000.00		
Stucco Repair/Refinish					
Sheathing					
Exterior Paint					
Labor			\$2,000.00		
Shower Door & Installer			\$793.00		
Supervision			\$500.00		
Storage Unit			\$362.97		
	Subtotal	\$6,000.00			
Phase VI		\$14,000.00			
MEP Finishes/Appliance Install					
Flooring					
Interior Paint					
Counter Top Install					
Kitchen/Bathroom Cabinets					
Labor					
	Subtotal	\$14,000.00			
Phase VII		\$5,700.00			
Landscaping					
Fence Repair/Replacement					
Hardscape			\$1,500.00	PAID 3/05/2010	JSC
Labor					
	Subtotal	\$5,700.00			
	Total Projected Cost	\$58,400.00	\$25,249.07		
% Total Buyout Completed 41%					
\$ Buyout Remaining 59%					
Project Value \$62,000					

urban farmers

February 5, 2010

John Green
City of Riviera Beach
Department of Community Development
600 West Blue Heron Blvd.
Riviera Beach, Florida

Urban Farmers Inc.
701 S. Olive St. Suite 204
West Palm Beach FL, 33401

RE: WEEKLY REPORT No. 3 Period of 2/8/2010 to 2/12/2010 (Lane Rehab)

Team,

The following outlines the progress of the Estella Lane rehabilitation project:

Monday

Continued truss repair, team rebuilt fire damaged truss at the front elevation of the house. The team reviewed nail schedule, terms, and system. Mr. Andrew Morgan, structural engineer, reviewed the construction details with the team at the jobsite.

Tuesday

Team continued demo of window and exterior door jambs in preparation for installation. Team sized and cut roof panels for replacement. Each member was given proper instruction on roof safety.

Wednesday

The team work under John Russel from Lawn Maintenance, to scarify the front and backyard. The team was given instruction on the proper erosion control. Each member is responsible for cleaning the street to ensure the jobsite in not fined.

Thursday

Pratt of Bay Court Electric started electrical orientation. Pratt reviewed all of the basic electrical terminology with each member. The team started the rough electrical.

Friday

Wrapped up patch work for block wall. Continue to erect interior stud walls. Trainees use cut truss 2x4 x16 to construct bathroom wall. Replaced 2x4 x 16 for truss repair. During the team huddle we reinforced the use of the proper size member for the proposed task.

Saturday

Team worked half day due to rain delay Monday. Continued with interior framing and stud replacement.

Observations/Evaluation:

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Ben Watson – late to jobsite day 7, issued verbal warning. Consistently slow and unfocused during assignments. Continues to improve vocab & technique. Must keep focused on task at hand

Patrick King – early to jobsite each morning. Continues to demonstrate knowledge of construction means & methods, Excels during layout and erection of interior walls.

Raymond Donaldson – Excused absents, half day due to doctors appointment. Grasping concepts better, hesitant to ask questions at first. Responds well to instruction from other team members.

Omar Walker – On time to jobsite each morning. Struggles with measurements and layout. Consistently ask questions to clarify, technique drastically improved over short period. Continues to be pro-active in his approach to work.

Vernon Evans – On time to jobsite each morning. Struggles with basic technique, continues to work hard to grasp concepts and technique. Moderate improvement. He continues to motivate the others. Reinforces construction concepts and vocab with team members.

NOTES: Received final demo inspection.

SAMPLE JSC

TERRY CHRISTOPHER BOOTY

701 S. Olive Suite 204, West Palm Beach, FL, 33401 • (310) 901- 0374 • urbanfarmersinc@gmail.com

Terry Christopher Booty is the President and Chief Executive Officer of Urban Farmers Inc. He currently manages the daily operations. Most recently Urban Farmers Inc. was selected as a strategic consultant for the City of Riviera Beach pilot On-The-Job-Training Program in construction. As project director he has the privilege of rehabilitating distressed residents in the Riviera Beach community while training ex-offenders from the Justice Service Center in residential construction. The following highlights his education and career:

EDUCATION

University of Southern California, Los Angeles, CA
Executive Education Program in Real Estate, Summer 2005

University of California, Berkeley, Berkeley, CA
Bachelor of Arts, Architecture, May 2003

- *City and Regional Planning Minor*

EXPERIENCE

Marriott International –Marriott Vacation Club, Orlando, FL
Assistant Development Manager - Timeshare January 2008 – January 2010
Development Manager for Oceana Palms - Singer Island FL, 76 villa beach front resort; assisted Project Director with all aspects of construction and design.

- Successfully managed the development of \$40 million dollar 19-story midrise timeshare project; responsibilities include review of bids, budgets, schedules, and design changes to insure project completion within 18 months.
- Successfully managed the Minority Business Enterprise Program; resulted in more than \$10 million dollars of minority owned work in place and increased local minority labor force participation by 50%.
- Strategic liaison between Marriott and the City of Riviera Beach; obtained all building permits, submitted all plan revisions, and managed third-party testing & inspection consultants.
- Managed refurbishment of 168 timeshare villas in Palm Beach, Aruba; scope included minor wall repair, paint, FF&E and carpet.

Bovis Lend Lease, Los Angeles, CA
Project Engineer- Residential July 2006 – December 2007
Lead Engineer for The Vue Condominium Project, 16-story, 318 units of luxury housing in San Pedro; developed trade budgets for Guaranteed Maximum Price of \$86 million dollars.

- De-scoped major subcontractors including concrete, reinforcing steel, mechanical, electrical, and plumbing.
- Awarded subcontracts for 95% of trade cost within 60 days of notice to proceed as a result of de-scope efforts.
- Assist Senior Project Manager with monthly projections for Anticipated Cost Reports.
- Execute subcontractor and owner change-order's as required to accurately calculate job cost.
- Create and manage document control data base for coordination of all subcontractors, Architects, and Engineers, including request for information, submittals, daily reports, and construction schedule.

Bovis Lend Lease, Los Angeles, CA
Project Engineer-Education August 2004 – July 2006
Program Managers for Proposition A/AA funded projects at Los Angeles City College; total program value \$250 million dollars.

- Managed team of designers to develop programs for complete urban campus; projects included Science Technology Building, Physical Education Building, Performing Arts Theater, and Parking Structure.
- Assisted Executive Director with development of total program budget including new construction, rehabilitation of existing facilities, and satellite campus as a result of programming efforts.
- Conducted weekly progress meeting for the construction of \$40 million dollar Physical education building.
- Lead outreach efforts for the recruitment of minority general contractors for projects under \$10 million in value.

urban farmers

Affordable Housing Associates, Berkeley, CA

Project Assistant – Residential

August 2003 – August 2004

Managed construction of over \$35 million dollars of below market rate rental housing in the Eastbay, and analyzed construction budgets for proposed projects to insure adequate funding.

- Evaluated merit of general contractor's bids to create amenities packages above funding requirements; efforts attracted higher pool of medium income renters to diversify tenants.
- Coordinated permits, testing agencies, and owner furnished equipment for timely completion all projects under construction.
- Assisted Project Managers with completion of application for tax-credit financing, additional state funding, and city grants. Efforts resulted in the allocation \$ 3 million dollars in predevelopment funds.
- Updated monthly correspondence on construction progress for board of directors, city council, and company sponsors.

ADDITIONAL INFORMATION

Professional Affiliations: Urban Land Institute,