

RESOLUTION NO. 56-10

A RESOLUTION OF THE CITY OF RIVIERA BEACH, FLORIDA, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT COMMENCING OCTOBER 1, 2009 TO SEPTEMBER 30, 2012 BETWEEN THE CITY OF RIVIERA BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION (PMSA) BARGAINING ORGANIZATION REPRESENTING THE SUPERVISORY EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a newly formed bargaining unit was voted in by the supervisory employees of the City of Riviera Beach in the latter part of 2008 called Professional Managers and Supervisors Association (PMSA); and

WHEREAS, both parties attended 14 intense negotiation sessions developing the framework of a new contract; and

WHEREAS, after negotiating over a year, the City and PMSA has arrived at a three (3) year agreement commencing October 1, 2009 – September 30, 2012 with three (3) reopeners each year of the contract; and

WHEREAS, both parties have tentatively agreed upon the articles with PMSA ratifying the agreement and the City awaits ratification with passage of this resolution.

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

SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Professional Managers and Supervisors Association (PMSA) which represents the supervisory personnel of the City.

SECTION 2. That this Resolution shall take effect retroactive to October 1, 2009 upon passage and approval by City Council.

PASSED AND APPROVED this 2 day of June 2010.

RESOLUTION NO. 56-10
PAGE 2

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Dawn S. Pardo
DAWN S. PARDO
CHAIRPERSON

MUNICIPAL SEAL

Judy L. Davis
JUDY L. DAVIS
CHAIR PRO TEM

ATTEST:

Carrie E. Ward
CARRIE E. WARD, MMC
CITY CLERK

Billie E. Brooks
BILLIE E. BROOKS
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

Shelby L. Lowe
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Brooks

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

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 5/25/10

RESOLUTION NO. 57-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF PALM BEACH COUNTY FOR THE MUTUAL USE OF RECREATIONAL FACILITIES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, the City of Riviera Beach and the School Board of Palm Beach County recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, this Interlocal Agreement allows both governmental entities the ability to use certain facilities within their jurisdiction.

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 Interlocal Agreement with the School Board of Palm Beach County for the Mutual Use of Recreational Facilities is hereby approved, said agreement with exhibits, attached hereto.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement on behalf of the City of Riviera Beach.

SECTION 3. That this resolution shall become effective upon its passage and approval by City Council.

PASSED and APPROVED this 2 day of June, 2010.

APPROVED:



THOMAS A. MASTERS
MAYOR

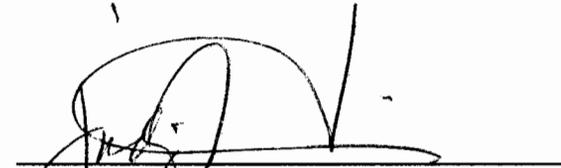


DAWN S. PARDO
CHAIRPERSON

ATTEST:



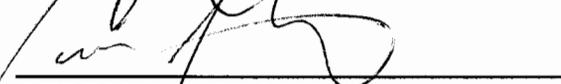
CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Brooks

D. PARDO Aye

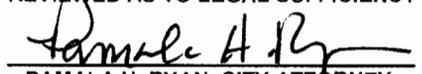
J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 5/25/10

RESOLUTION NO. 58-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 263-10 FOR THE CONSTRUCTION OF A COMBINED FISHING PIER/WORKING DOCK TO FERREIRA CONSTRUCTION CO., INC. OF STUART, FLORIDA, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$1,018,530.63; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bid was publicly solicited for qualified contractors to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of a combined fishing pier/working dock and related dredging; and

WHEREAS, nine (9) companies responded to Invitation for Bid No. 263-10 and Ferreira Construction Co., Inc. of Stuart, Florida submitted the lowest responsive and responsible bid in the amount of \$1,018,530.63.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract to complete the construction of a combined fishing pier/working dock and related dredging to Ferreira Construction Co., Inc of Stuart, Florida, and authorizes the Mayor and City Clerk to execute a construction services contract for same.

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

SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 18% of the contract award amount.

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

PASSED AND APPROVED THIS 2 DAY OF JUNE, 2010.

RESOLUTION NO. 58-10

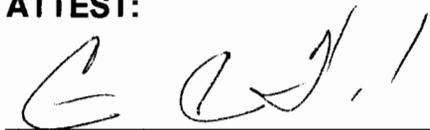
PAGE 2

APPROVED:


THOMAS A. MASTERS
MAYOR

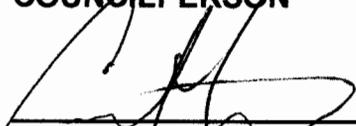

DAWN S. PARDO
CHAIRPERSON

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: S. LOWE

SECONDED BY: J. DAVIS

D. PARDO Aye

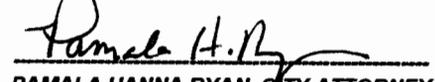
J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/25/10

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

..s Contract is made as of this 2 day of June, 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 the CITY, and FERREIRA CONSTRUCTION COMPANY, INC. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 22-3334957.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional construction services to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of **Combined Fishing Pier/Working Dock and Dredging**, as more specifically set forth in this contract, the Invitation for Bid, to wit **Bid No. 263-10**, hereinafter the "Bid", the Addenda and in accordance with the Design Plans, and Technical Specifications prepared by Isiminger & Stubbs Engineering, Inc. the engineer for this project attached as **Exhibit "A"**. To the extent there exists a conflict with this Contract the bid, addenda, design plans and technical specifications, the terms, conditions, covenants, and/or provisions of this Contract shall prevail.

The CITY'S representative/liaison during the performance of this Contract shall be Benjamin Guy, Purchasing Director, telephone no. 561-845-4180.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one thousand dollars (\$1,000) 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 thirty four thousand five hundred twenty seven dollars and thirty four cents (\$34,527.34) for demolition of existing structures within the project footprints, including pilings above and submerged; seven hundred sixty three thousand five hundred twenty three dollars and ninety three cents (\$763,523.93) for the installation of pier and components in accordance with plans sheets two (2) through seven (7); one hundred sixty three thousand four hundred ten dollars (\$163,410.00) for all dredging in accordance with plan sheets eight (8) and nine (9); fifty seven thousand sixty nine dollars and thirty six cents (57,069.36) for the removal of three (3) barges in accordance with special condition twenty-four (24) of the D.E.P permit; for a total project compensation of one million eighteen thousand five hundred thirty dollars and sixty three cents (\$1,018,530.63) in accordance with Bid Proposal Sheet set forth in Exhibit "B". The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the City.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. 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:

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

ARTICLE 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, 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.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract will be based on appropriation through the State of Florida Economic Development Transportation Fund Grant (EDTF) provided by the State of Florida Office of Tourism, Trade, and Economic Development.

ARTICLE 11 - INSURANCE

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

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

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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

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

G. The CONTRACTOR'S coverage must include U.S. Longshoremen and Harbor Workers Act and Jones Act due to this Contract being on or about navigable waters.

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 will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of 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 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

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

Benjamin Guy, Director of Purchasing
2391 Avenue L
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Ferreira Construction Company, Inc.
100 SE Salerno Road
Stuart, FL 34997

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

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

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative 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 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of Combined Fishing Pier/Working Dock and Dredging shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct Combined Fishing Pier/Working Dock.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Responsibilities of Contract, General Conditions, Special Conditions, Technical Specifications, Contract Documents and Plans. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No.263-10. To the extent that there exists a conflict between this Contract and Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that 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 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

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
THOMAS A. MASTERS,
MAYOR

BY: Dictinio Garcia
DICTINIO GARCIA,
VICE PRESIDENT 5-28-10

ATTEST:

BY: Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
BENJAMIN GUY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamala H. Ryan
PAMALA H. RYAN,
CITY ATTORNEY

Date: 5/27/10

TECHNICAL SPECIFICATIONS

COMBINED FISHING PIER/WORKING DOCK AND DREDGING

**100 EAST 17TH STREET
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA**

**For
LOCKHEED MARTIN CORPORATION**

March 2010

Prepared by

**ISIMINGER & STUBBS ENGINEERING, INC.
Coastal - Environmental - Marine**

**649 U.S. Highway 1, Suite 9
Post Office Box 14702
North Palm Beach, Florida 33408
561/881-0003**

**310 West College Avenue
Tallahassee, Florida 32301
850/425-2441**



Jeffrey M. Littlejohn, P.E.

License #63133

3/18/2010

09065.TECHSPEC

Exhibit A

B. Bench Marks: The Contractor shall lay out his work from bench marks or reference elevations supplied by the Owner. They will be shown and explained to the Contractor; thereafter, these bench marks and elevations become the sole responsibility of the Contractor and, if replacement is required, either at the request of the Contractor or in the judgment of the Engineer, the Contractor shall pay for the cost of replacement.

1.04 TESTS AND CORE BORINGS: The Engineer will have the right to require certain materials, as noted, to be submitted for testing prior to incorporation in the work. All work in connection with testing of concrete cylinders, concrete slump tests and soil compaction tests shall be carried out by technicians approved by the Engineer. All core borings shall be carried out by the Contractor under the supervision of the Engineer. The Contractor shall furnish all labor, equipment, transportation and materials for all testing and core boring at no additional cost to the Owner. If the Engineer is not satisfied with test results, he may have additional tests made at cost to others, and the Engineer shall be the sole judge as to which tests shall be accepted as proof of contract performance. The Contractor shall not obligate the Owner for tests without the Engineer's approval.

1.05 OBSERVATION: The work will be conducted under the general observation of the Engineer for the Owner and is subject to observation by his appointed inspectors to assess compliance with the plans and specifications. The inspector is not authorized to change any provision of the specifications without written authorization of the Engineer nor shall the presence or absence of an inspector relieve the Contractor from any requirements.

1.06 PRESERVING WATER QUALITY: The project is located adjacent to the waters of Lake Worth. No authorization is intended or implied for discharge to or pollution of this water body. The Contractor shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-302, Florida Administrative Code, and in particular, the requirement that turbidity shall not exceed 29 Nephelometric Turbidity Units (NTU) above background level. The waters of the project area are classified as Class III. Adequate silt containment procedures and equipment shall be used to control turbidity at all times.

1.07 SALVAGED MATERIAL: Unless otherwise stated herein or noted on the drawings, all materials salvaged under this contract shall become the property of the Contractor. Salvaged materials may not be reused in the work, except upon written approval of the Engineer. All salvaged materials not reused shall be removed from the site of the work or otherwise disposed of by the Contractor in a manner satisfactory to the Engineer and/or Owner.

1.11 SUBCONTRACTORS: All subcontractors are subject to approval by the Owner.

1.12 COORDINATION: Contractor will be required to participate in any coordination meetings as may be required. Contractor is required to coordinate scheduling, access, staging, storage, and safety with other contractors working at the project site. Prior to start of work, a pre-construction conference shall be held on-site between the Owner, the Engineer, the Contractor, and all retained subcontractors.

1.13 PROJECT CONDITIONS:

A. The work consists of construction of a combined fishing pier/working dock, dredging, and related construction.

B. The work is to construct a facility for exposure to salt-laden atmosphere and direct exposure to salt water. At all times the Contractor shall exercise caution to utilize construction procedures and materials to minimize the effects of long term corrosion.

C. Soil borings have been accomplished at the site by Ardaman & Associates, Inc., and results tabulated. Copies of the results will be available upon request.

D. The project is located adjacent to an existing industrial facility. The Contractor may not block access to the facility entrance or any adjacent properties. The Contractor is responsible for compliance with LMRB security requirements. The Contractor must provide proof of documented rights to work in the United States for each employee that must have physical access to the LMRB property. The Contractor and its employees must comply with the verbal directions of all LMRB security staff members pertaining to the security of its personnel and property.

E. The Contractor shall block off access to the pier construction area with barricades.

F. The Contractor shall utilize the existing area landward of the pier for equipment, material, and personnel access. All reasonable precautions shall be taken to prevent damage to any existing structures on the property. The Contractor shall take precautions to minimize damage to existing vegetation other than in these designated areas. The Contractor is responsible for correcting damage to property or improvements caused by the work.

1.14 PROSECUTION OF THE WORK:

A. The Contractor shall submit his construction schedule to the Owner and Engineer.

B. The Contractor shall give the Owner and Engineer 24 hours notice prior to beginning any new phase of construction.

1.15 QUALITY CONTROL: The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations, and ordinances, and corrective action taken.

SECTION 2A EARTHWORK

PART 1 - GENERAL

1.01 SCOPE: The work covered under this section consists of excavating, backfilling and filling with suitable material as required, and removing and satisfactorily disposing of unsuitable material. Included in this section is all excavation, backfill and finishing necessary for the construction, preparation and completion of all subgrades, slopes and intersections, all in accordance with the required alignment, grade, and sections shown on the plans or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 BACKFILL AND FILL: Backfill and fill shall be non-organic, granular, clean sand, free of debris, cinders, combustibles, roots, sod, wood, cellulose, organic materials, and materials subject to rot or termite attack. The fill shall have less than 10 percent fines (soil particles finer than the U.S. No. 200 sieve), not more than 5 percent organics (by weight), and no particle size greater than 1 inch.

PART 3 - EXECUTION

3.01 EXCAVATION: The Contractor shall perform all excavation necessary to accomplish the construction indicated on the plans. Excavation shall be unclassified regardless of material encountered. All excavated material shall be reused on the project site except as noted. The top 8 inches of soil in the excavation area shall be removed and stockpiled and replaced as topsoil prior to final grading. The Contractor shall do all shoring necessary to perform and protect the excavation and as necessary for the safety of the workers and any existing facilities. Wherever excavations are made below the grades indicated on the plans, firm material shall be used to restore the area to the proper grade and shall be compacted in accordance with these specifications.

3.02 DEWATERING: The Contractor shall provide adequate equipment for the removal of storm or surface water which may accumulate in the excavation areas. If subsurface water is encountered, the Contractor shall utilize approved means to adequately dewater the excavation so that it will be suitably dry for working, form setting and concrete pouring. A wellpoint system or other approved equipment shall be installed if necessary to maintain the excavation in a dry condition for such operations. The Contractor shall be responsible for all South Florida Water Management District and local dewatering permits subject to prior review of the Owner and Engineer.

3.03 UNSUITABLE MATERIAL: Where muck, rock, clay or other material within the limits of construction is, in the opinion of the Engineer, unsuitable in its original position, the Contractor shall excavate such material and backfill the excavated area with suitable material, which shall be compacted and shaped to conform to the required section.

SECTION 3A
CONCRETE

PART 1 - GENERAL

1.01 SCOPE: The work shall consist of furnishing all materials and equipment and performing the necessary labor to do all concrete work shown on the drawings or incidental to the proper execution of the work specified.

1.02 GENERAL SPECIFICATIONS:

- A. American Concrete Institute (ACI).
- B. Concrete Reinforcing Steel Institute (CRSI).
- C. Portland Cement Association (PCA).
- D. Prestressed Concrete Institute (PCI).
- E. American Society for Testing and Materials (ASTM).
- F. Florida Department of Transportation (DOT Standard Specifications for Road and Bridge Construction, Latest Edition).

1.03 TESTS AND INSPECTIONS:

A. Testing Agency: A professional, independent testing laboratory, approved by the Engineer, shall perform all testing and inspection procedures specified.

B. Payment: The Contractor shall bear all costs of sampling and testing of concrete cylinders, as noted herein. Additional special tests may be ordered by the Engineer if there is a question as to compliance with the contract documents.

C. Reports: Execute immediately after completion of each procedure or inspection and forward promptly to the Engineer five copies of each report.

D. Molded Concrete Compression Cylinders: One set of four cylinders each sampling for each day's placement of each mix design, or each 50 cubic yards of each mix design, whichever occurs first. Sample according to ASTM C-172, process and cure according to ASTM C-31, and prepare and test according to ASTM C-39. Test one cylinder at age three days or seven days, as required by job conditions, and two cylinders for one valid test at 28 days. Fourth cylinder is to be cured and held for testing at 42 days if 28 day test indicates deficient results, or as a spare in case of cylinder damage.

1.04 FAULTY MATERIALS OR WORKMANSHIP: Materials and workmanship not complying with these specifications or as shown on the drawings shall be replaced or repaired to the satisfaction of the Engineer.

3.03 FINISHING:

A. In accordance with the General Specifications.

B. All exposed surfaces which show board marks, joint marks, or other irregularities after the forms are removed shall, at the discretion of the Engineer, be rubbed with carborundum brick, filled or otherwise dressed to produce a smooth, true surface.

C. All top surfaces which are not covered by forms and which are not to be covered by additional concrete or backfill shall be carried slightly above grade and struck off by board finish. No special concrete or cement mortar topping course shall be used for finish unless shown on the drawings. Unless otherwise specified, the surface shall be floated to a true, regular surface with a float and shall be steel troweled to a smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All floor surfaces (including the top surface of the bulkhead cap) except those which are to be painted, shall immediately after troweling be brushed with a janitor's pushbroom to produce a nonslip surface. The brushing shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

3.04 CURING:

A. In accordance with the General Specifications.

B. Immediately after placement, continuously keep concrete in moist condition, maintain specified concrete temperatures, and protect concrete from mechanical injury for the duration of the initial and final curing periods.

C. Cure the concrete as follows:

1. Unformed surfaces -- Apply one of the curing procedures listed in Sections 2 through 7 of ACI 308.1. If one of the curing procedures is used initially, it may be replaced by one of the other procedures after the concrete is 1 day old, provided that the concrete surface is not permitted to become dry at any time.

2. Formed surfaces -- Keep absorbent wood forms wet until they are removed. After form removal, cure the concrete by one of the procedures listed in Sections 2 through 7 of ACI 308.1 for the remainder of the curing period.

3. Curing period -- When testing is not performed to determine the curing period, cure concrete for at least 7 days provided that the concrete surface temperature is at least 55°F. When strength basis testing is performed to determine the curing period, maintain curing procedures until test results meet or exceed requirements.

SECTION 4A
PIER CONSTRUCTION

PART 1 - GENERAL

1.01 CONDITIONS OF THE CONTRACT: Conditions of the Contract, as indexed, apply to this section.

1.02 SCOPE: Work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, and materials in performing all operations in connection with the construction of the dock, including miscellaneous metal and hardware.

1.03 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The construction of the dock under this contract shall be in strict accordance with the applicable provisions of the following codes, standards and specifications:

- A. Florida Department of Transportation (FDOT Standard Specifications for Road and Bridge Construction, latest ed.).
- B. American Forest and Paper Association (AF&PA) NDS for Wood Construction.
- C. American Wood Preservers Association (AWPA) Standard C18.
- D. American Society for Testing and Materials (ASTM).

PART 2 - PRODUCTS

2.01 WOOD:

A. Material: All structural wood shall be pressure treated (0.60 lb./cu. ft. CCA/ACQ minimum for bents, stringers, splices and rail posts) No. 1 Southern Yellow Pine or better unless otherwise shown. Railing components shall be pressure treated (0.40 lb./cu. ft. ACQ) No. 1 Southern Yellow Pine with relieved edges.

B. New wood dock and fender piles shall be a minimum of 12 inch diameter measured 3'-0" from the butt. Piles shall be Southern Yellow Pine as specified in Section 953 and pressure treated in accordance with Section 955, of the FDOT Standard Specifications for Road and Bridge Construction.

2.02 PRESTRESSED CONCRETE PILES: Prestressed piles shall be constructed as detailed on the plans. Concrete and steel shall conform to the requirements of Section 3A of these specifications. Prior to casting, shop drawings shall be submitted and approved by the Engineer in accordance with Section 1A and the General Requirements of these specifications.

2.03 HARDWARE: All bolts, washers, nuts, screws, and other hardware items shall be (304)18-8 stainless steel. All bolts shall have a polished finish. 316 stainless steel may be substituted for 304. All hardware shall conform to ASTM A-307 unless otherwise specified.

3.04 HEAVY EQUIPMENT: Heavy equipment may not be operated within 10 feet of bulkheads.

3.02 UNAUTHORIZED EXCAVATION: Contractor shall not remove materials beyond indicated elevations or dimensions without specific direction. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

3.03 LOCATION OF DREDGING: All dredging is to be located as shown on the drawings and specified herein.

A. Horizontal Control: The Contractor shall locate all dredge areas as shown on the drawings and specified herein. The Contractor shall set temporary stakes, ranges, or other markers as necessary to assure that the work is conducted in the proper location.

B. Vertical Control: Vertical control shall be from a benchmark established by a Florida Registered Professional Surveyor and Mapper. Contractor is to provide temporary tide staffs, referenced to the established benchmark, in the water near the work area.

3.04 TOLERANCES: A tolerance of one foot below the specified bottom profile will be permitted in the final surface.

3.05 TURBIDITY MONITORING: Contractor is responsible for any turbidity monitoring, recording, and reporting which may be required by the project permits. Contractor is responsible for compliance with the turbidity standards and all corrective measures which become necessary to obtain compliance.

3.06 TRANSPORT OF DREDGE SPOIL: No dredge spoil is permitted to be placed on the Owner's property. The dredge spoil shall be transported from the dredge area to an approved spoil area, which is to be provided by the Contractor, with sufficient containment to prevent violations of state water quality standards and permit criteria. Contractor is responsible for loading and transport of the spoil, including compliance with all applicable regulations concerning loading, transport, and disposal, at Contractor's expense.

3.07 SPOIL AREA: Place, grade and shape temporary stockpiles for proper containment. Soil stockpiles shall be no closer than 10 feet from bulkheads and retaining walls. No discharge of water will be allowed to adjacent properties or unauthorized portions of the site. State water quality and permit requirements shall not be violated. Local ordinances shall not be violated.

3.08 MISPLACED MATERIALS: If any material is deposited elsewhere than in places designated or approved, the Contractor may be required to remove such misplaced material and re-deposit it where directed at his expense.

3.09 WORK AREA: The Contractor shall accomplish the work in such a manner as to minimize disruption to traffic and reduce the number of construction access areas in use at any one time. The Contractor is required to barricade for safety purposes the work areas in the vicinity of his placement and transporting operations.

3.10 DAMAGES TO PROPERTY: Any damages to private or public property resulting from the Contractor's operations shall be repaired by the Contractor at his expense. Owner and Engineer are not responsible for transport and disposal of spoil. Contractor shall comply with all laws and regulations in the transport and disposal of spoil.

EXHIBIT "B"

BID COST PROPOSAL SHEET

(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 263-10 COMBINED FISHING PIER/WORKING DOCK AND DREDGING

Company: Ferreira Construction Co., Inc.

Address: 100 SE Salerno Rd - Stuart, FL 34997

Contact: Gerald S. Coats, VP Southern Div.

Signature of Authorized Officers: 

The City of Riviera Beach Purchasing Department is soliciting sealed bids from qualified Contractors to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of Combined Fishing Pier/Working Dock and related Dredging. In accordance with specifications and plans prepared by Isiminger & Stubbs Engineering, Inc. The construction site is located within a secure and restricted area and workers maybe subject to background checks and prior approval by the owner.

1) TOTAL COST FOR DEMOLITION OF EXISTING STRUCTURES
WITHIN THE PROJECT FOOTPRINTS, INCLUDING PILINGS
ABOVE WATER AND SUBMERGED. ** \$ 34,527.34

2) TOTAL COST FOR THE INSTALLATION OF PIER AND
COMPONENTS IN ACCORDANCE WITH PLAN SHEETS TWO (2)
THROUGH SEVEN (7). \$ 763,523.93

3) TOTAL COST OF ALL DREDGING IN ACCORDANCE WITH
PLAN SHEETS EIGHT (8) AND NINE (9). \$ 163,410.00

4) TOTAL COST FOR THE REMOVAL OF THREE (3) BARGES
IN ACCORDANCE WITH SPECIAL CONDITION TWENTY-FOUR
(24) OF THE DEP PERMIT. \$ 57,069.36

5) TOTAL BASE BID \$ 1,018,530.63

*The award shall be to the responsive and responsible low bidder meeting the written specifications.

* *Contractor is responsible for all City permits; bid amount should reflect cost of all city permits. (Generally, calculated at approximately two percent (2%) of the project value.) Bidder is responsible for verifying all required City permits with the City Building Department and amounts of the permits.

RESOLUTION NO. 59-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH ARCHITECTS DESIGN GROUP INC. FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR DEVELOPMENT OF DESIGN SPECIFICATIONS, CONSTRUCTION DOCUMENTS, AND RELATED SERVICES FOR A NEW RIVIERA BEACH POLICE COMPLEX AND VARIOUS IMPROVEMENTS TO EXISTING BUILDINGS LOCATED ON THE MUNICIPAL CAMPUS; SAID CONTRACT COMMENCING JUNE 3, 2010 THROUGH JUNE 3, 2012 WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR TERMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Consultants Competitive Negotiations Act, Chapter 287, Fla. Stat., the City issued a Request for Qualifications and Proposals No. 226-09, seeking qualifications and proposals from qualified corporations, firms, or individuals to provide professional design services for the City's new police headquarters facility and additional related professional design services; and,

WHEREAS, pursuant to its applicable procedures, the City selected the Architects Design Group (ADG) to provide said professional design services based on the firm's qualifications as a regionally recognized firm having specialized and broad experience in the desired field of design services; and,

WHEREAS, On January 6, 2010, the Council approved in Resolution 1-10, authorizing staff to negotiate with ADG to provide professional architectural design services for development of design specifications, construction documents, and related services for a new Riviera Beach Police complex and various improvements to existing buildings located on the municipal campus; and

WHEREAS, the purpose of the Contract is to set forth certain terms and conditions which shall be incorporated by reference into subsequent work orders for a specific project or services when required by the City.

RESOLUTION NO. 59-10
PAGE 2

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 Mayor and City Clerk are hereby authorized to execute the contract with Architects Design Group, Inc. on behalf of the City of Riviera Beach for professional architectural design services for development of design specifications, construction documents, and related services for a new Riviera Beach Police complex and various improvements to existing buildings located on the municipal campus.

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

PASSED and **APPROVED** this 2 day of June, 2010.

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RESOLUTION NO. 59-10
PAGE 3

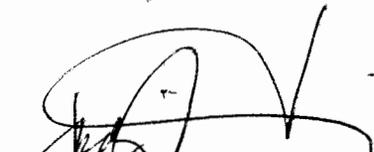
APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

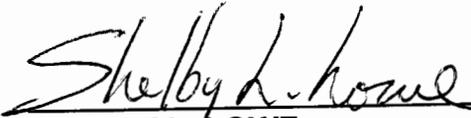
ATTEST:


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

D. PARDO Aye

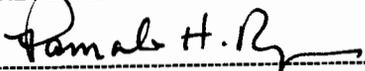
J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Nay

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/26/10

CONTRACT FOR PROFESSIONAL DESIGN SERVICES

THIS CONTRACT (hereinafter "Contract") is made as of this 2 day of June, 2010, by and between the City of Riviera Beach, Florida, a municipal corporation existing under the laws of the State of Florida (hereinafter "CITY") and ARCHITECTS DESIGN GROUP, INC., a Florida Corporation, (hereinafter "ARCHITECT") whose Federal I.D. number is 59-1543158.

RECITALS

WHEREAS, in accordance the Consultants Competitive Negotiations Act, Chapter 287, Fla. Stat., the CITY issued a Request for Qualifications and Proposals (No: 226-09) (hereafter called CITY's RFQ) seeking qualifications and proposals from qualified corporations, firms or individuals to provide professional design services for the CITY's new police headquarters facility and additional related professional design services; and,

WHEREAS, pursuant to its applicable procedures, the CITY selected the ARCHITECT to provide said professional design services based on ARCHITECT's qualifications as a regionally recognized firm having specialized and broad experience in the desired field of design services; and,

WHEREAS, the ARCHITECT is willing and able to perform such professional design services for the CITY in accordance with the basic terms and conditions herein set forth; and,

WHEREAS, the purpose of this Contract is intended to set forth certain terms and conditions which shall be incorporated by reference into subsequent work orders for a specific project or services when required by the CITY of the ARCHITECT.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the ARCHITECT shall serve as the CITY's design professional and representative for those assignments that are the subject of an executed work order issued pursuant to the terms of this Contract and will give consultation, services and advice to the CITY during the performance of the services on the terms and conditions hereinafter set forth.

SECTION 1: INCORPORATION OF RECITALS. The foregoing true and correct recitals are hereby incorporated into this Contract.

SECTION 2: ARCHITECT'S SERVICES AND WORK ORDERS. The ARCHITECT will be engaged by the CITY to provide professional services on one (1) or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed work order ("WORK ORDER"). The terms and conditions of this Contract shall govern all such executed WORK ORDERS unless specifically stated and agreed to by the parties in the executed WORK ORDER. Initially, the services of the ARCHITECT may be for the following types of projects or similar disciplines:

- a. Programming Needs Assessment for the new police headquarters facility;
- b. Master Planning for the new police headquarters facility;
- c. Standard Architectural and Engineering Services for the new police headquarters facility;
- d. Design services for the renovation of the existing police headquarters facility;
- e. Design services for the exterior enhancements to the existing municipal campus; and,
- f. Additional Design Services including, but not limited to those identified in the CITY's RFQ and the ARCHITECT's revised responsive proposal to the CITY's RFQ, dated February 4, 2010 ("ARCHITECT's Proposal").

Subsequently, other services falling generally into the areas of professional design services related to the municipal campus and police facilities may be added by executed WORK ORDER. Notwithstanding the foregoing list of professional services that may be performed by ARCHITECT for CITY, the CITY is under no obligation to utilize the ARCHITECT for any of the professional services identified herein until and unless the CITY executes a written WORK ORDER for the specified professional services.

SECTION 3: WORK ORDERS. The undertaking of the ARCHITECT to perform professional services under this Contract extends only to the services set forth in each executed WORK ORDER which will identify a project (the "Project"). Upon identification of needed professional services, the CITY will submit a request to ARCHITECT to provide a scope of services and an estimate of cost for the CITY's review. The estimate of cost should be consistent with the requirements set forth herein for hourly rates and reimbursable expenses. Upon mutual agreement of the scope of services and cost by the parties, the CITY, by and through its City Council (if it exceeds the City Manager's procurement amount), will approve and execute a WORK ORDER to commence the specified professional services.

Each WORK ORDER shall set forth, among other things, the following:

- a. The scope of services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of compensation; and,
- e. Any modifications to this Contract, if mutually agreed upon by the parties.

The CITY reserves the right during the provision of services under an executed WORK ORDER to make changes in the scope of services, including alterations, reductions therein or additions thereto.

Upon receipt by the ARCHITECT of the CITY's notification of a contemplated change in an executed WORK ORDER, the ARCHITECT 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 ARCHITECT's ability to meet the completion dates or schedules of this Contract or any other related contract. If the CITY so instructs in writing, the ARCHITECT shall suspend work on that portion of the executed WORK ORDER 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 an amendment to the executed WORK ORDER based on the information provided by the ARCHITECT and the ARCHITECT shall not commence work on any such change until such written amendment is signed by the ARCHITECT and approved and executed by the CITY by and through its City Council. Any written amendment to an executed WORK ORDER which does not increase the cost of the executed WORK ORDER but only extends the schedule of the executed WORK ORDER may be approved by the CITY's representative. All other amendments to an executed WORK ORDER shall require City Council approval.

SECTION 4: ARCHITECT'S RESPONSIBILITIES. In addition to other responsibilities described in this Contract, by executed WORK ORDER or imposed by law, the ARCHITECT shall have the following responsibilities:

- a. The ARCHITECT shall perform the professional services in each WORK ORDER to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.
- b. Any amendment, extension or modification to this Contract or any executed WORK ORDER must be coordinated and approved by the CITY in writing prior to execution and commencing any work under said amendment, extension or modification.
- c. Coordination with the CITY will be required prior to ARCHITECT selecting or contracting with a sub-consultant or sub-contractor. The CITY shall have the right to approve or disapprove any sub-consultant or sub-contractor of the ARCHITECT.
- d. ARCHITECT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The ARCHITECT shall submit for the CITY's approval a schedule for the performance of the ARCHITECT's services with each WORK ORDER. The schedule shall include allowances for periods of time required for the CITY's review, for the performance of the CITY's consultants, and for approval of submissions by authorities having jurisdiction over the Project.
- e. After receipt of a fully executed copy of a WORK ORDER, the schedule shall be extended as necessary in writing by the parties for periods of suspension or delay resulting from circumstances beyond the ARCHITECT's control. The ARCHITECT shall promptly provide the CITY with written notice of any such periods of suspension or delay resulting from circumstances beyond the ARCHITECT's control. The ARCHITECT shall not be entitled to an increase in the agreed to WORK ORDER sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption, interference or hindrance from any circumstances beyond the ARCHITECT's control. Provided, however, and subject to the provisions of sovereign immunity set forth in § 768.28, Fla. Stat., and otherwise

under the law, that this provision shall not preclude recovery or damages by the ARCHITECT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the ARCHITECT shall be entitled only to extensions of the schedule or time in each executed WORK ORDER as the sole an exclusive remedy for such resulting delay or suspension, in accordance with and to the extent specifically provided above. However, should any suspension or delay be due to circumstances within the ARCHITECT's control, the CITY shall have the right to withhold, set-off or reduce any payment to the ARCHITECT in an amount reasonably necessary to compensate CITY for any direct, incidental and consequential damages to the CITY. No extension of time shall be made for periods of suspension or delay resulting from circumstances beyond the ARCHITECT's control occurring more than seven (7) days before the ARCHITECT provides written notice to the CITY of such periods of suspension or delay.

- f. ARCHITECT shall designate for each WORK ORDER a representative to act on ARCHITECT's behalf with respect to the Project. Such person shall have authority to transmit instructions, receive information, interpret and define the ARCHITECT's policies with respect to the Project. Unless otherwise specified in each WORK ORDER, the ARCHITECT's representative shall be ISK Reeves, President.
- g. The ARCHITECT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, including, but not limited to, Florida's Public Records law, Chapter 119, Fla. Stat.
- h. ARCHITECT shall review laws, codes, and regulations applicable to the ARCHITECT's services. ARCHITECT shall comply with all laws, codes and regulations imposed by governmental authorities having jurisdiction over the Project, including but not limited to, CITY policies, Palm Beach County's Code of Ordinances, or other local, state or federal regulations for the Project.
- i. ARCHITECT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. However, ARCHITECT shall provide prompt written notice to the CITY if ARCHITECT becomes aware of any errors, omissions or inconsistencies in such services or information.
- j. If, after a Project has begun, an error or omission by the ARCHITECT is discovered and the Project can still be provided within the planned schedule without cost to the CITY, then the ARCHITECT will correct such error or omission in accordance with said schedule.

SECTION 5: CITY'S RESPONSIBILITIES. In addition to other responsibilities described in this Contract, by executed WORK ORDER or imposed by law, the CITY shall have the following responsibilities:

- a. Designate in writing in each WORK ORDER a person to act as the CITY's representative with respect to the services to be rendered under this Contract. Such person shall have authority to transmit instructions, receive information, interpret and define the CITY's policies with respect to the ARCHITECT's services for the Project. Unless otherwise specified, the CITY's representative shall be Clarence Williams, Chief of Police.
- b. Provide all available criteria and full information as to the CITY's requirements for the Project, and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all available information to be utilized in a Project. However, if such information is not provided, ARCHITECT shall immediately notify the CITY in writing of the information needed from the CITY for a Project. Furthermore, it shall be ARCHITECT's sole responsibility to ensure that each Project is accomplished in accordance with all local, state and federal rules, ordinances, regulations and laws as they may be applicable to each Project.
- c. Arrange for access to and make all provisions for the ARCHITECT to enter upon public and private property as required for the ARCHITECT to perform services under this Contract.
- d. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ARCHITECT, obtain advice of an attorney, insurance counselor and other consultants the CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ARCHITECT. The CITY shall be entitled to rely on the accuracy and completeness of services and information furnished by the ARCHITECT.
- e. Give prompt written notice to the ARCHITECT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's services, or any defect or nonconformance in any aspect of the Project.

SECTION 6: TERM OF SERVICES AND COMPENSATION.

- a. This Contract shall be for an initial term of two (2) years from the date of execution by the CITY unless earlier terminated in accordance with the terms and conditions of this Contract. This Contract may be extended for four (4) additional one (1) year periods by mutual written agreement of the parties. Any additional one (1) year period may be terminated in accordance with the terms and conditions of this Contract. The maximum term of this Contract shall be six (6) years from the date of execution by the CITY.
- b. The CITY shall pay the ARCHITECT the amount specified in each executed WORK

ORDER which shall include certain reimbursable expenses (as addressed below). The schedule of fees is attached as Exhibit A.

ARCHITECT's reimbursable expenses will be billed at 1.00 times cost including any premiums for insurance required under this Contract. The use of any sub-consultant or sub-contractors by the ARCHITECT on any work for the CITY shall be billed at 1.05 times cost.

- c. During the initial term of this Contract, ARCHITECT's hourly rates for Additional Services as identified in ARCHITECT's Proposal may not be increased. Thereafter, ARCHITECT's hourly rates may be increased if agreed to by the City council when considering an extension.
- d. ARCHITECT reimbursable expenses shall include only the following:
 - i. Mileage for travel that exceeds fifty (50) miles from ARCHITECT's principal place of business (in accordance with Florida Statutes);
 - ii. Long distance telephone calls;
 - iii. Fees paid for securing approval of authorities having jurisdiction over a Project;
 - iv. Reasonable expenses for reproductions, standard form documents, postage and delivery of same to the CITY or other authorities having jurisdiction over a Project;
 - v. Renderings, models and mock-ups requested by the CITY; and,
 - vi. Other similar direct Project-related expenditures approved in advance by the CITY in an executed WORK ORDER.
- e. ALL of the ARCHITECT's compensation, including its hourly rates, sub-consultant/sub-contractor costs and reimbursable expenses, will be set forth in each executed WORK ORDER. Services undertaken or expenses incurred by the ARCHITECT exceeding an amount set forth in a WORK ORDER or as identified in this Contract shall be the liability of the ARCHITECT.
- f. Each WORK ORDER shall set forth the compensation to ARCHITECT in lump sum(s) amounts with a total amount not to exceed for each Project.

SECTION 7: METHOD OF PAYMENT.

- a. ARCHITECT shall invoice the CITY pursuant to each executed WORK ORDER but not more frequently than monthly for services that have been rendered in conformity with this Contract. The CITY's representative shall review each invoice and then forward each invoice to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- b. Final Invoice - In order for both parties herein to close their books and records, ARCHITECT will clearly state "final invoice" on the ARCHITECT's final/last

billing to the CITY. This certifies that all Services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the ARCHITECT.

- c. If the CITY fails to make any payment due the ARCHITECT for services and expenses under this Contract or a WORK ORDER within forty-five (45) days after the ARCHITECT's transmittal of its invoice to the CITY, the ARCHITECT may, after giving notice to the CITY, suspend services under this Contract or the WORK ORDER in question until it has been paid in full all amounts due.
- d. If the CITY disputes any invoice or part of an invoice, CITY shall notify ARCHITECT of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to ARCHITECT in accordance with the terms and conditions of this Contract.

SECTION 8. USE OF DOCUMENTS. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored electronically (collectively referred to as "Documents" hereafter), prepared by the ARCHITECT and ARCHITECT's sub-consultants or sub-contractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, ARCHITECT and ARCHITECT's sub-consultants and sub-contractors will assign to CITY all right, title and interest in and to ARCHITECT's and/or ARCHITECT's sub-consultants' and sub-contractors' copyright(s) for such Documents. ARCHITECT shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The ARCHITECT shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The CITY grants to the ARCHITECT and ARCHITECT's sub-consultants and sub-contractors the right and/or limited license to use a portion of the Documents prepared by the ARCHITECT or the ARCHITECT's sub-consultants and sub-contractors in future projects of the ARCHITECT or the ARCHITECT's sub-consultants and sub-contractors with said right and/or limited license to use a portion at ARCHITECT's or ARCHITECT's sub-consultant's and sub-contractor's own risk and without any liability to CITY.

The ARCHITECT and the ARCHITECT's sub-consultants and sub-contractors, upon written request from the CITY, will provide in electronic form applicable portions of any Documents prepared for a Project appropriate to and for use of CITY or CITY's consultants. Release of the electronic form to CITY's consultants shall be without liability to the ARCHITECT.

Any modifications made by the CITY to any of the ARCHITECT's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the ARCHITECT will be at the CITY's sole risk and without liability to the ARCHITECT. Any electronic files not containing an electronic seal are provided only for the convenience of the CITY, and use of them is at the CITY's sole risk.

SECTION 9: INDEMNIFICATION. The ARCHITECT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT and other persons employed or utilized by the ARCHITECT in the performance of a Project.

The ARCHITECT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. If, consistent with the foregoing indemnification, the ARCHITECT is responsible for indemnifying the CITY for a liability, damage, loss and/or cost to the CITY, any sums due ARCHITECT under this Contract may be offset, reduced or withheld by the CITY until that claim for indemnification by the CITY has been resolved or settled, and any amount offset, reduced or withheld by the CITY under this Section shall not be subject to payment of interest by the CITY.

Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or ARCHITECT, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat.

SECTION 10: PERSONNEL. The ARCHITECT 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 ARCHITECT 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.

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

SECTION 11: SUB-CONSULTANTS. The CITY reserves the right to accept the use of a sub-consultant or sub-contractor or to reject the selection of a particular sub-consultant or sub-contractor and approve all qualifications of any sub-consultant or sub-contractor in order to make a determination as to the capability of the sub-consultant or sub-contractor to perform properly under this Contract. The ARCHITECT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed sub-consultant or sub-contractor may result in a change in pricing unless such rejection is due solely to a lack of qualifications or poor performance.

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

All sub-consultants or sub-contractors providing professional services to the ARCHITECT under this Contract will also be required to provide their own insurance coverage identical to those contained in this Contract. In the event that a sub-consultant or sub-contractor does not have insurance or does not meet the insurance limits as stated in this Contract, the ARCHITECT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultant's or sub-contractor's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant and/or sub-contractor. The CITY will make no attempt to fix the scope of services for any of the ARCHITECT's sub-consultants or sub-contractors. The ARCHITECT shall be solely responsible for fixing the scope of services for the ARCHITECT's sub-consultants and sub-contractors and the responsibilities of each. Nothing herein shall be construed as creating a contractual relationship between the CITY and the ARCHITECT's subconsultants or subcontractors.

SECTION 12: TERMINATION. This Contract may be cancelled by the ARCHITECT 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 ARCHITECT; 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, upon ten (10) days prior written notice to the ARCHITECT. The CITY's termination of this Contract shall result in a termination of all pending WORK ORDERS. Unless the ARCHITECT is in breach of this Contract, the ARCHITECT 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 ARCHITECT 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.

Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Contract is subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify ARCHITECT of such occurrence and either the CITY or ARCHITECT may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours

after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever and the CITY shall pay ARCHITECT in accordance with the terms of this Contract.

SECTION 13: FEDERAL AND STATE TAX. The CITY is exempt from payment of Florida State Sales and Use Tax. The ARCHITECT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the ARCHITECT authorized to use the CITY's Tax Exemption Number in securing such materials. The ARCHITECT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits.

SECTION 14: INSURANCE.

- A. Prior to execution of this Contract by the CITY, the ARCHITECT 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 ARCHITECT has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 14 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 ARCHITECT of its liability and obligations under this Contract.
- B. The ARCHITECT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The ARCHITECT 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 ARCHITECT 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 ARCHITECT or by anyone directly or indirectly employed by or contracting with the ARCHITECT.
- D. The ARCHITECT 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 ARCHITECT 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 ARCHITECT or by anyone, directly or indirectly, employed by the ARCHITECT.

- E. The ARCHITECT shall maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the ARCHITECT shall specifically include the CITY as an "Additional Insured".
- G. 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.

SECTION 15: SUCCESSORS AND ASSIGNS. The CITY and the ARCHITECT 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 ARCHITECT 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 ARCHITECT.

SECTION 16: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

SECTION 17: INDEPENDENT CONTRACTOR RELATIONSHIP. The ARCHITECT is, and shall be, in the performance of all Services under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the ARCHITECT'S sole direction, supervision, and control. The ARCHITECT shall exercise control over the means and manner in which it and its employees perform the services.

SECTION 18: ACCESS AND AUDITS. The ARCHITECT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the services 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 ARCHITECT's place of business.

SECTION 19: NONDISCRIMINATION. The ARCHITECT 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, marital status, or sexual orientation.

SECTION 20: ENFORCEMENT COSTS. Except for mediation, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, 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 awarded 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.

SECTION 21: AUTHORITY TO PRACTICE. The ARCHITECT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

SECTION 22: 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, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 23: CONTINGENT FEES. ARCHITECT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ARCHITECT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 24: PUBLIC ENTITY CRIMES. ARCHITECT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services

to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or ARCHITECT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The ARCHITECT will advise the CITY immediately if it becomes aware of any violation of this statute.

SECTION 25: TRUTH-IN NEGOTIATIONS CERTIFICATE. Signature of this Contract by the ARCHITECT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates and other factual unit costs supporting the ARCHITECT's compensation are accurate, complete, and current at the time of the CITY's approval of any WORK ORDER and are no higher than those charged to the ARCHITECT's most favored customer for the same or substantially similar service. Accordingly, the original agreed to cost of an executed WORK ORDER and any amendments thereto will be adjusted to exclude any significant sums by which CITY determines the cost was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such cost adjustments must be made within three (3) years following the end of this Contract.

SECTION 26: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight carrier, and if sent to the CITY shall be mailed to:

**MS. GLORIA SHUTTLESWORTH,
ASSISTANT CITY MANAGER
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

With copy to:

**CITY ATTORNEY
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ARCHITECT shall be mailed to:

**I.S.K. REEVES, PRESIDENT
ARCHITECTS DESIGN GROUP, INC.
333 NORTH KNOWLES AVENUE
WINTER PARK, FL 32789**

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 27: ENTIRETY OF CONTRACTUAL AGREEMENT. The CITY and the ARCHITECT agree that this 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 ARCHITECT and the CITY by and through its CITY Council.

SECTION 28: TIME. Unless otherwise mutually agreed by the ARCHITECT and CITY in an executed WORK ORDER, time shall be of the essence with respect to all Projects under this Contract.

SECTION 29: 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.

SECTION 30: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 31: PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 32: MATERIALITY. All provisions of the Contract shall be deemed material. In the event ARCHITECT 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.

SECTION 33: EXHIBITS AND CONTRACT DOCUMENTS. Each exhibit and other contract documents referred to in this Contract (including those in Section 34 below) forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

SECTION 34: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of the following contract documents: the CITY's RFQ; the ARCHITECT's Proposal; all executed WORK ORDERS; and, this Contract itself. The ARCHITECT agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between any of the aforementioned documents, the order of precedence for the aforementioned documents shall be in the following order:

1. Executed WORK ORDER(s) specific to the conflict at issue;
2. Then this Contract;
3. Then the CITY's RFQ; and,
4. Then the ARCHITECT's Proposal.

Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 35: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the CITY by and through its City Council.

SECTION 36: 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.

SECTION 37: 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 immediate termination:

- a. The filing of a lien by any sub-consultant, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use 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 ARCHITECT;
- b. The filing of any judgment lien against the assets of ARCHITECT 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 ARCHITECT; or
- c. The filing of a petition by or against ARCHITECT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of ARCHITECT or ARCHITECT's property; or an assignment by ARCHITECT for the benefit of creditors; or the taking possession of the property of ARCHITECT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of ARCHITECT; or if a temporary or permanent receiver or trustee shall be appointed for ARCHITECT or for ARCHITECT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
- d. Due to circumstances within the control of the ARCHITECT, ARCHITECT fails to provide Services under this Contract on schedule as agreed to by ARCHITECT in an executed WORK ORDER.

ARCHITECT shall provide written notice to the CITY of the occurrence of any event of default within five (5) days of ARCHITECT's receipt of notice or knowledge of any such default.

SECTION 38: WAIVER OF SUBROGATION. ARCHITECT 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 ARCHITECT 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 ARCHITECT enter into such an agreement on a pre-loss basis.

SECTION 39: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

SECTION 40: CONFLICTS OF INTEREST. The ARCHITECT 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 Section 112.311, Florida Statutes. The ARCHITECT further represents that no person having any such conflicting interest shall be employed for said performance. The ARCHITECT shall promptly notify the CITY's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ARCHITECT'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 ARCHITECT 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 ARCHITECT. The CITY agrees to notify the ARCHITECT of its opinion by certified mail within thirty (30) days of receipt of notification by the ARCHITECT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARCHITECT, the CITY shall so state in the notification and the ARCHITECT 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 ARCHITECT under the terms of this Contract.

SECTION 41: INDEBTEDNESS. The ARCHITECT 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 ARCHITECT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

SECTION 42: REPRESENTATION AND BINDING AUTHORITY. ARCHITECT 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, I.S.K. Reeves, President, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of 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.

SECTION 43: 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.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RIVIERA BEACH

ARCHITECTS DESIGN GROUP, INC.

BY: Thomas A. Masters
THOMAS A. MASTERS
MAYOR

BY: I.S.K. Reeves
I.S.K. REEVES
PRESIDENT

ATTEST:

(CORPORATE SEAL)

BY: Carrie E. Ward
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: Pamela H. Ryan 5/21/10
PAMALA H. RYAN,
CITY ATTORNEY

BY: _____
CLARENCE WILLIAMS
CHIEF OF POLICE

EXHIBIT "A"
SCHEDULE OF FEES



CERTIFICATE OF LIABILITY INSURANCE

OP ID MJ
ARCHI-1

DATE (MM/DD/YYYY)

02/05/10

PRODUCER Cooper, Simms, Nelson & Mosley 271 West Canton Avenue P.O. Box 1480 Winter Park FL 32790-1480 Phone: 407-644-8689 Fax: 407-644-9934		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Architects Design Group, Inc and ISK Reeves PO Box 1210 Winter Park FL 32790		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Transportation Insurance Co.	20494
		INSURER B: Valley Forge Insurance Co.	20508
		INSURER C: Continental Casualty Insurance	20443
		INSURER D: Zenith Insurance Company	
		INSURER E: Zurich American Insurance	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4020017405	01/12/10	01/12/11	EACH OCCURRENCE	\$ \$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$1,000,000
						MED EXP (Any one person)	\$ \$5,000
						PERSONAL & ADV INJURY	\$ \$1,000,000
						GENERAL AGGREGATE	\$ \$2,000,000
						PRODUCTS - COMP/OP AGG	\$ \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car Physical Damage	4020017405	01/12/10	01/12/11	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	4020017419	01/12/10	01/12/11	EACH OCCURRENCE	\$ \$4,000,000
						AGGREGATE	\$
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Z255887	01/12/10	01/12/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ \$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000
C		OTHER Professional Liab	EOC 375089506	02/01/10	02/01/11	Prof Liab	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: ADG Project #784-07. Certificate holder named as additional insured with respect to general liability.

CERTIFICATE HOLDER

RIVIERA

Riviera Beach Police
 Department
 600 West Blue Heron Blvd.
 Riviera Beach FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Michael K. Burch

RESOLUTION NO. 60-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARCHITECTS DESIGN GROUP (ADG) INC. TO PERFORM PROFESSIONAL SERVICES IN THE SCOPE OF WORK AS OUTLINED IN WORK ORDER #1; AUTHORIZING THE FINANCE DIRECTOR TO MAKE A PAYMENT IN THE AMOUNT OF \$79,000.00 FROM ACCOUNT NO. 310-0817-521-0-6251; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Consultants Competitive Negotiations Act, Chapter 287, Fla. Stat., the City issued a Request for Qualifications and Proposals No. 226-09, seeking qualifications and proposals from qualified corporations, firms, or individuals to provide professional design services for the City's new police headquarters facility and additional related professional design services; and,

WHEREAS, Architects Design Group (ADG) Inc. has been contracted and is willing and able to perform professional design services for the City in accordance with the basic terms and conditions of a contract between the City and ADG; and,

WHEREAS, the Contract between the City and ADG set forth certain terms and conditions which incorporated the City's ability to authorize professional services using work orders for a specific project or services: and,

WHEREAS, Work Order Number One (#1) will include a detailed program study for space utilization and a site plan analysis for three (3) locations: 1) CRA area located near 20th Street & Broadway, 2) Wells Recreation Complex, and 3) Northwest side of the current police facility at 600 West Blue Heron Blvd.

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

RESOLUTION NO. 60-10
PAGE 2

SECTION 1. That Architects Design Group is authorized to perform professional services in the scope of work as outlined in Work Order #1.

SECTION 2. That the Finance Director is authorized to make payment in the amount of \$79,000.00 to Architects Design Group, Inc. for work performed in Work Order #1 from Account Number 310-0817-521-0-6251

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

PASSED and **APPROVED** this 2 day of June, 2010.

(The remainder of this page left intentionally blank.)

RESOLUTION NO. 60-10
PAGE 3

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Dawn S. Pardo
DAWN S. PARDO
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Judy L. Davis
JUDY L. DAVIS
CHAIR PRO TEM

Billie E. Brooks
BILLIE E. BROOKS
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

Shelby L. Lowe
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Brooks

D. PARDO Aye

J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Aye

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY
Pamala H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/26/10

RESOLUTION NO. 6-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MASTER DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF RIVIERA BEACH, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND VIKING DEVELOPERS, LLC, FOR THE REDEVELOPMENT OF PROPERTY LOCATED WITHIN THE CITY'S MARINA DISTRICT; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Community Redevelopment Agency (CRA) and the City of Riviera Beach (City) seek to redevelop certain property located within the Marina District pursuant to the City's Redevelopment Plan; and

WHEREAS, the property is located in the Marina District bordered to the east by the Intracoastal waterway, bordered to the west by Broadway/U.S. Highway 1, bordered to the south by East 11th Street and bordered to the north by East 15th Street and the northern boundary of Bicentennial Park; and includes the City marina docks and uplands, and additional property that includes streets, sidewalks, parking areas, improved and unimproved land, and recreation areas; and

WHEREAS, on September 10, 2008, the CRA and the City, after issuing a Request for Proposals (RFP) and a public review process, selected Viking Developers, LLC (Viking) as the developer-select to redevelop portions of the Marina District, accepted Viking's Conceptual Master Development Plan, and directed the CRA and City staff to negotiate the terms under which Viking would redevelop the marina in accordance with the general requirements of the RFP; and

WHEREAS, the CRA and City accepted and approved an amended Conceptual Master Development Plan, which is currently comprised of nineteen (19) separate project elements, at duly called public meetings held on February 10, 2010, and February 17, 2010 respectively, and authorized staff to negotiate and finalize the necessary and appropriate definitive agreements; and

WHEREAS, the Master Development Agreement is a document which solidifies the CRA's and City's relationship with Viking and sets out the framework for future development in Marina District.

RESOLUTION NO. 6-10
PAGE -2-

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

SECTION 1. The Mayor and City Clerk are authorized to execute the Master Development Agreement by and among the City of Riviera Beach, the Community Redevelopment Agency, and Viking Developers, LLC, for the redevelopment of certain property located within the Marina District, said Agreement attached hereto.

SECTION 2. The City Manager is authorized to take all actions necessary to facilitate the terms of this Agreement, including applying for grants and making payments contemplated in the Agreement.

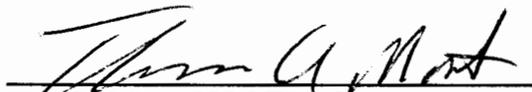
SECTION 3. This Resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 2 day of June, 2010.

[SIGNATURES ON FOLLOWING PAGE]

RESOLUTION NO. 61-10
PAGE -3-

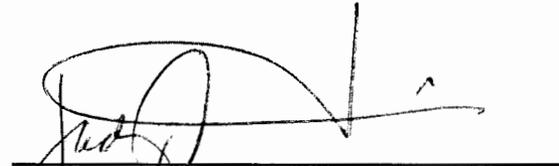
APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:

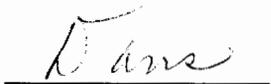

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

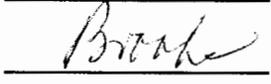

JUDY L. DAVIS
CHAIR PRO TEM

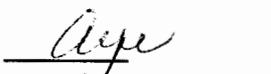

BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: 

SECONDED BY: 

D. PARDO 

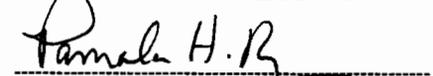
J. DAVIS 

B. BROOKS 

C. THOMAS 

S. LOWE 

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/25/10

9. **RESOLUTION NO. 62-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE ASSIGNMENT AGREEMENT BETWEEN VIKING DEVELOPERS, LLC AND SUB-DEVELOPER, RYBOVICH PORTSIDE, LLC; AS IT RELATES TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED WITHIN THE CITY'S MARINA DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

City Clerk Ward read the aforementioned resolution into the record.

A motion was made by **Councilperson Brooks** and seconded by **Councilperson Lowe** to approve Resolution No. 62-10.

MOTION

Chair pro tem Davis moved that numbers 9, 10, and 11 be postponed to be considered at a Special Meeting, to be held June 10th, and the letter is received from the Department of Environmental Protection. Seconded by **Councilperson Brooks**.

MOTION TO POSTPONE

Upon a roll call vote by City Clerk Ward, the motion was approved with Councilperson Pardo dissenting.

MOTION APPROVED

10. **RESOLUTION NO. 63-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF RIVIERA BEACH, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND RYBOVICH PORTSIDE, LLC, FOR THE DEVELOPMENT OF PROJECTS WITHIN THE MARINA DISTRICT AS CONTEMPLATED BY THE CONCEPTUAL MASTER DEVELOPMENT PLAN; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
11. **RESOLUTION NO. 64-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A 25 YEAR SUBMERGED AND UPLAND LANDS LEASE WITH RYBOVICH PORTSIDE, LLC; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE TERMS OF THE LEASE; AND PROVIDING AN EFFECTIVE DATE.**