

RESOLUTION NO. 65-10

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 SUBORDINATION OF UTILITY INTEREST AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SUBORDINATING THE CITY'S INTEREST IN A PARCEL OF LAND LOCATED ON STATE ROAD 710; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to widen State Road No. 710 (Dr. Martin Luther King, Jr. Boulevard); and

WHEREAS, it is necessary that City's interest in a certain parcel of land be subordinated in order to complete the SR 710 widening project; and

WHEREAS, said subordination is in the City's best interest; and

WHEREAS, the State of Florida Department of Transportation has made application to the City to execute and deliver to the State of Florida Department of Transportation an agreement subordinating City's interest in said parcel of land.

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

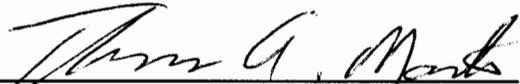
SECTION 1. That the Mayor and City Clerk are authorized to execute an agreement with the Florida Department of Transportation subordinating the City's interest in parcel of land located on State Road 710, as detailed in the attached subordination Agreement.

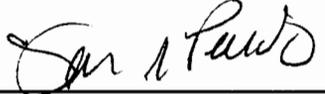
SECTION 2. That this resolution shall take effect upon its passage.

PASSED and APPROVED on 16 day of June, 2010.

RESOLUTION NO. 65-10
PAGE 2

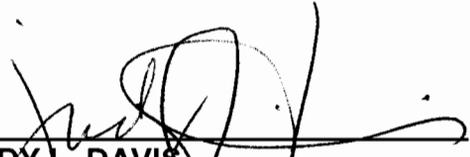
APPROVED:


THOMAS A. MASTERS
MAYOR

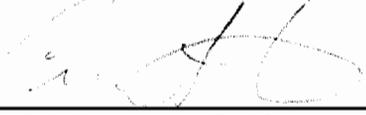

DAWN S. PARDO
CHAIRPERSON

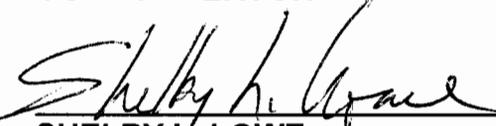
ATTEST:


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: C. Thomas

SECONDED BY: S. Lowe

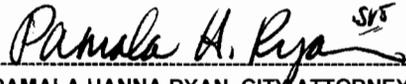
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/9/10

RESOLUTION NO. 66-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) TO EXTEND THE COMPLETION DATE FOR A WATER TAXI DOCK TO DECEMBER 31, 2010; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the MPO Countywide Water Taxi Grant Program desires to encourage the creation of a Countywide water taxi system linking cities along the Intracoastal Water; and

WHEREAS, the City of Riviera Beach applied for funding to design, construct and install a water taxi docking facility at the Riviera Beach Marina, 14 Street Dock that will be used to encourage and facilitate water taxi transit service; and

WHEREAS, the City has been unable to complete the construction of the facility by the original completion date; and

WHEREAS, the City and MPO have agreed to extend the completion date for the facility to December 31, 2010 and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute the Second Amendment to the Grant Agreement between the City and the MPO for the aforementioned project.

SECTION 2. This resolution shall take effect immediately upon its passage.

**SECOND AMENDMENT TO
GRANT AGREEMENT
BY AND BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND
THE CITY OF RIVIERA BEACH
(RELATING TO 14TH STREET DOCK)**

June THIS SECOND AMENDMENT is made and entered into this 16 day of *June*, 2010, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S., (hereinafter referred to as the "MPO") and the City of Riviera Beach, a Florida municipal corporation, by and through its Town Commission, (hereinafter referred to as the "Grantee").

WITNESSETH

WHEREAS, on July 20, 2006, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee for certain costs the Grantee would incur in the design, permitting, construction and installation of a water taxi docking facility and related improvements (also referred to as "Facility" or "Project"); and

WHEREAS, the Grantee agreed to design, construct and install a water taxi docking facility and related improvements within its municipal boundaries that would be used to encourage and facilitate water taxi transit service; and

WHEREAS, the Grantee originally agreed that the water taxi docking facility and related improvements would be completed by July 20, 2008 and that the Facility would be open to and accessible by the public; and

WHEREAS, the Grantee was unable to complete the construction of the Facility by the original completion date; and

WHEREAS, the water taxi docking facility is part of a larger city-wide plan to improve the marina; and

WHEREAS, the Grantee has changed the location of the water taxi docking facility and modified the costs associated with the docking facility and has requested that the Project be amended to incorporate the changes referenced herein and further described in Attachment A-1, Water Taxi Dock Description and Revised Attachment B, Project Budget; and

WHEREAS, additional time is needed by the Grantee to complete the Project, and the MPO has requested and FDOT has agreed to extend the term of the JPA to December 31, 2010; and

WHEREAS, the MPO and the Grantee have agreed to extend the completion date for the Facility to December 31, 2010, and to modify certain other provisions of the Grant Agreement so that they are consistent with the revised Project and new completion date.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and the Grantee agree as follows:

1. Section 4. Effective Date and Term, is modified to provide as follows:

Section 4. **Effective Date and Term:** This Agreement shall take effect upon execution by the parties and shall remain in full force and effect for a period of twelve (12) years. By December 31, 2010, the Facility shall have been completed, and the Facility shall be open to and fully accessible by the public by March 31, 2011. In addition, all invoices for reimbursement for work completed hereunder shall be submitted to the MPO no later than December 31, 2010. The Grantee understands, acknowledges and agrees that invoices submitted after December 31, 2010 shall not be eligible for reimbursement under this Agreement.

2. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to December 31, 2010. Accordingly, Attachment C to the Agreement is supplemented by adding to it, Attachment C-1 which is labeled as "JPA Time Extension to December 31, 2010" and attached to this Second Amendment as Attachment C-1. In addition, the parties have agreed that the Grantee may modify Attachment A, "Project Description", and replace Attachment B, "Project Budget," with a revised attachment. Accordingly, Attachment A to the Agreement is modified by the addition of Attachment A-1, "Water Taxi Dock Description", Attachment B to the Agreement is replaced with a new attachment identified as Revised Attachment B, "Project Budget", a copy of which is attached hereto, and Paragraph A of Section 6. **FDOT Funding and Control** is amended to provide as follows:

Section 6. **FDOT Funding and Control:**

A. The Grantee acknowledges that this Grant Agreement and the MPO's activities hereunder are paid for from funds the MPO has or will receive from FDOT under the JPA. Accordingly, the Grantee agrees that its expenditure of the grant funds will also be subject to the same terms and conditions of the JPA applicable to the MPO's receipt and expenditure of the grant funds. In addition, notwithstanding the modifications to Attachment A, Project Description, by the addition of Attachment A-1, Water Taxi Dock Description, the Grantee affirms to

the MPO that it will commit and expend all funds needed so as to construct and have in place, by December 31, 2010, the water taxi docking facility contemplated under Attachments A and A-1. If, Grantee shall fail to complete and have open to the public said water taxi docking facility by March 31, 2011, then upon the request of the MPO or FDOT, Grantee shall repay all grant funds received by it from the MPO under this Agreement. The Grantee further acknowledges its receipt of the following documents: 1) A copy of the JPA and the documents extending the terms and conditions of the JPA to December 31, 2010; 2) A copy of other notifications from FDOT containing special conditions or requirements; and 3) FBP information from the USDOT FHWA, attached to the original agreement as Attachment D. Grantee shall not perform any act or refuse to comply with any MPO direction or request which would cause the MPO to be in violation of any term or condition of the JPA, contribute to or cause the FDOT to seek to terminate the JPA, or cause FDOT to request the return of any FDOT funds provided to the MPO. Grantee will immediately remedy, at its sole cost and expense, any deficiency or violation of the JPA found by the MPO upon notice of such from the MPO. The Grantee's failure to do so may result in the immediate termination of this Agreement by the MPO.

3. Except as amended herein, all other terms of the Grant Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect.

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Attachment A-1

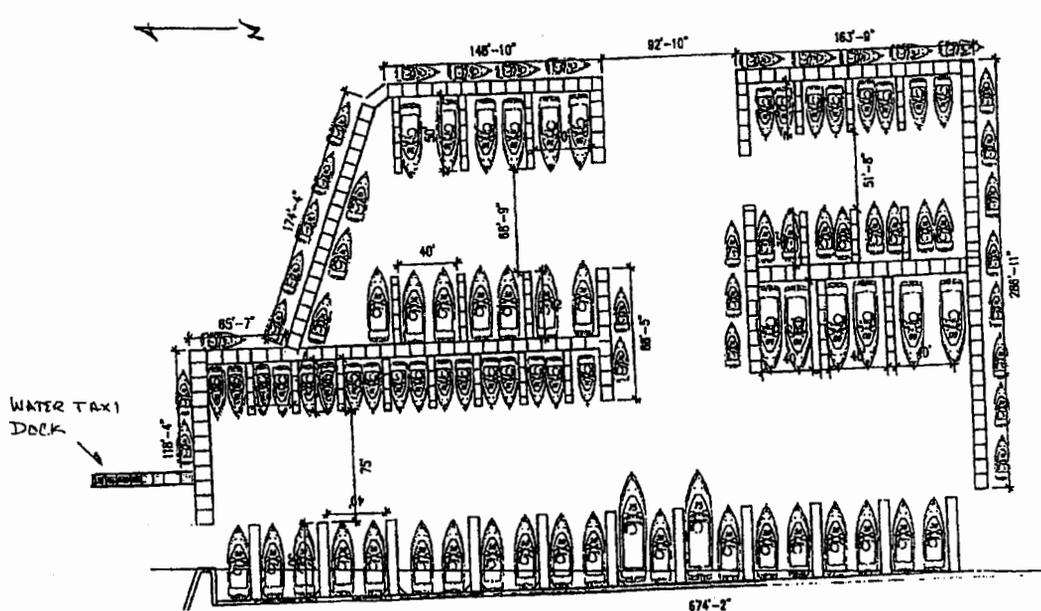
Water Taxi Dock Description

Water Taxi Dock Description

Location: Riviera Beach Municipal Marina

This dock will be located on the North side of the marina immediately accessible to the new promenade proposed in the redevelopment plan. The floating dock will be approximately 10 foot wide and 80 feet long and connected to the Northern main dock of the marina. The gangway installed will be ADA accessible and railings will be installed in appropriate locations for passenger safety. There will be both walkway (promenade) and dock lighting installed. There will be appropriate signage to direct passengers to the dock and feature the grantors in accordance with the grant agreement.

PROPOSED MARINA LAYOUT



Size	Slip #	Total Linear Ft
30'	31	930
35'	36	1260
40'		
50'	32	1600
60'	0	360
70'	2	140
Total	107	4,390

Revised Attachment B

Project Budget

Updated cost estimates for Water Taxi dock at the Municipal Marina

Item	Quantity	Units	Unit Price	Total cost
Floating Dock 60' x 8'	480	sf	\$80.00	\$38,400.00
Dock Railing (aluminum)	80	lf	\$45.00	\$3,600.00
Gangway (ADA) 6'W x24'L	1	each	\$8,500.00	\$8,500.00
Piling 12" steel	4	each	\$1,995.00	\$7,980.00
Piling 12" wood	4	each	\$1,200.00	\$4,800.00
ADA Rail on landing	40	lf	\$65.00	\$2,600.00
Bollard Lighting	6	each	\$1,120.00	\$6,720.00
Dock lighting	4	each	\$600.00	\$2,400.00
Walkway pavers	1	each	\$3,800.00	\$3,800.00
Benches	4	each	\$690.00	\$2,760.00
Signs	2	each	\$175.00	\$350.00
Engineering and Design				\$6,500.00
Preliminary Estimate				\$88,410.00
Contingency				\$8,500.00
Total Estimated Cost				\$96,910.00

Attachment C-1

JPA Time Extensions to December 31, 2010



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: September 21, 2009

TO: Mr. Randy Whitfield, P.E.
MPO Director
2300 North Jog Road
4th Floor
West Palm Beach, FL 33411

FROM: Lauren Rand
Transportation Specialist

SUBJECT: **EXTENSION OF TIME—Joint Participation Agreement**
Intermodal – Palm Beach County Water Taxi Docks

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated **August 18, 2004** and any supplemental thereto will expire on **December 31, 2009**

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2010 for the following reason(s): Awaiting permit approval on one of the sites. Geo Tech (soils) testing completed shows that more silt is at one site than was expected. This means redesign of the dock needs to be done because larger and heavier pilings are needed. There was a reduction of staff to complete same amount of work. 3 of the 9 sites are to be relocated to better serve the public needs.

Agency: Palm Beach County Metropolitan Planning Organization

Date: September 22, 2009

By
APPROVED:

Title: Director

APPROVED:

District Project Manager

9/29/09

Date

APPROVED:

District Director of Transportation Development

9-29-09

Date


Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: March 04, 2009

TO: Randy M. Whitfield
Director
Palm Beach MPO
2300 N. Jog Rd., 4th Floor
West Palm Beach, FL 33411-2749

FROM: Nancy A. Ziegler, District Modal Development Administrator 

SUBJECT: **EXTENSION OF TIME--Joint Participation Agreement**
Intermodal- Palm Beach County Water Docks

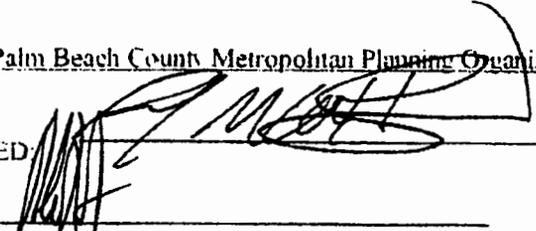
FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplemental thereto will expire on April 1, 2009.

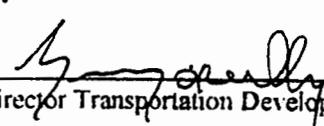
In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2009 for the following reason(s): Permits were delayed

Agency: Palm Beach County Metropolitan Planning Organization

By
APPROVED: 

District Project Manager



District Director Transportation Development

Date: 3-19-09

Title: PB MPO Director

Date: 3/24/2009

Date: 3-26-09



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

OFFICE OF MODAL DEVELOPMENT
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Telephone: (954) 777-4490 Fax: (954) 677-7892

RECEIVED

MAR 3 - 2008

METROPOLITAN PLANNING ORG.
PALM BEACH COUNTY

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: February 28, 2008
TO: Mr. Randy Whitfield, P.E.
MPO Director
2300 North Jog Road
4th Floor
West Palm Beach, FL 33411-2749
FROM: Nancy A. Ziegler, Modal Development Administrator

RECEIVED

MAR 17 2008

DISTRICT FOUR
MODAL DEVELOPMENT

SUBJECT: EXTENSION OF TIME - Joint Participation Agreement - Palm Beach Water Taxi Docks

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplementals thereto will expire on April 2, 2008

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me

It is requested that the Joint Participation Agreement for the subject project be extended until April 1, 2009 for the following reason(s): (Use attachment if necessary) -- see attached documentation.

Agency: Palm Beach County MPO Date: 3-4-08
By: [Signature] Title: DIRECTOR
APPROVED: [Signature] Date: 3/7/08
Daphne Sparrow
District Project Manager
[Signature] Date: 3-10-08
District Director Transportation Development



Florida Department of Transportation

JEB BUSH
GOVERNOR

OFFICE OF MODAL DEVELOPMENT
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
Phone: (954) 777-4490 Fax: (954) 677-7892

DENVER J. STUTLER, JR.
SECRETARY

MEMORANDUM

DATE: November 13, 2006
TO: Mr. Randy Whitfield, P.E.
MPO Director
Palm Beach County MPO
2300 North Jog Road
West Palm Beach, FL 33411-2749

RECEIVED
DEC 14 2006
OFFICE OF MODAL DEVELOPMENT
3400 WEST COMMERCIAL BLVD
FORT LAUDERDALE, FL 33309-3421

for NZ

FROM: Nancy A. Ziegler, District Modal Development Administrator

SUBJECT: **EXTENSION OF TIME—Joint Participation Agreement – Intermodal –
Palm Beach Water Taxi Docks**

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplementals thereto will expire on December 31, 2005.

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until April 2, 2008 for the following reason(s): (Use attachment if necessary) – see attached documentation.

Agency: Palm Beach MPO
By: [Signature]
APPROVED:

Date: 11-21-06
Title: DIRECTOR

Daphne Spanes
District Project Manager

Date: 12/05/06

[Signature]
District Director Transportation Development
Gerry O'Reilly P.E.

Date: 12/5/06



Florida Department of Transportation

JEB BUSH
GOVERNOR

OFFICE OF MODAL DEVELOPMENT
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
Phone: (954) 777-4490 Fax: (954) 677-7892

RECEIVED
NOV 10 2005
METROPOLITAN PLANNING ORG.
PALM BEACH COUNTY
DENVER J. STUTLER, JR.
SECRETARY

MEMORANDUM

DATE: November 9, 2005
TO: Mr. Randy Whitfield, P.E., Director
Palm Beach Metropolitan Planning Organization
160 Australian Avenue, Suite 201
West Palm Beach, Florida 33406
FROM: Nancy A. Ziegler, District Modal Development Administrator
SUBJECT: **EXTENSION OF TIME—Joint Participation Agreement –
Intermodal – Palm Beach Water Taxi Docks** *n ziegler*

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplementals thereto will expire on December 31, 2005.

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2006 for the following reason(s): (Use attachment if necessary)

Agency: Palm Beach MPO
By: [Signature]
APPROVED:

Date: 11-15-05
Title: DIRECTOR

[Signature]
District Project Manager

Date: 11/18/05

[Signature]
District Director Transportation Development
GERRY O'REILLY P.E.

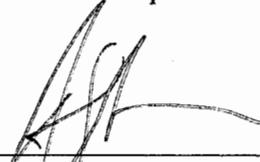
Date: 11/18/05

IN WITNESS WHEREOF, the Grantee and MPO have hereunto set their hands to this Second Amendment, on the day and year first above written.

Attest:

By: 
Randy M. Whitfield, Director

Palm Beach Metropolitan Planning Organization,

By: 
Robert Friedman, Chair

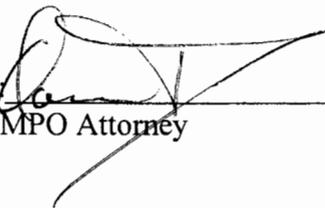
Attest:

By:  6/10/10
Town Clerk

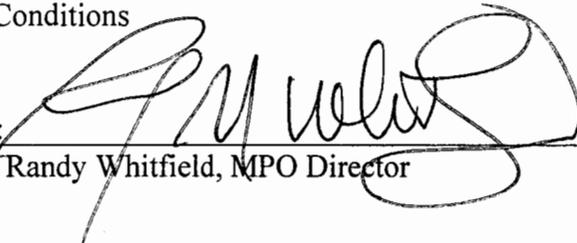
City of Riviera Beach, by its Town Commission

By: 
Mayor

Approved as to Form
& Legal Sufficiency

By: 
MPO Attorney

Approved as to Terms
& Conditions

By: 
Randy Whitfield, MPO Director

G...|AWaterTaxi2ndAmendRivieraBeach14thStDock.mpo325-2010

RESOLUTION NO. 67-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR STATE ROAD A1A IMPROVEMENT PROJECT TO H & J CONTRACTING, INC. IN THE AMOUNT OF \$10,310,803.01; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, bids for State Road A1A Improvement project were opened on April 16, 2010; and

WHEREAS, H & J Contracting, Inc. is the responsive low bidder; and

WHEREAS, the Florida Department of Transportation and Federal Highway Administration have reviewed the bid and recommend approval.

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

SECTION 1. The bid submitted by H & J Contracting, Inc. for State Road A1A Improvement project is accepted in the amount of \$10,310,803.01.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract with H & J Contracting, Inc.

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 9% of the contract price.

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

Funding Source	Expenditure Account	Amount
	City of Riviera Beach	
109-366933	109-0716-541-0-3103	\$119,900
Devel. Contribution	109-0716-541-0-6351	\$379,200
	Total	\$499,100

Utility Special District

412-399999	412-1437-533-0-6351	\$609,284
Fund Balance	412-1438-535-0-6351	\$200,000
		Total \$809,284

State DOT

109-334490		
State Grant	DDR	\$6,035,505
		Total \$6,035,505

Federal Grants

109-331490	HHP	\$1,793,123
109-331490	S115	\$500,000
109-331490	S117	\$491,964
109-331490	SE	\$500,000
109-331490	HPP	\$6,677
109-331490	FSSU (ARRA)	\$3,500,000
		Total \$6,791,764

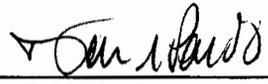
SECTION 5. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED on this 16 day of June, 2010.

RESOLUTION NO. 67-10
PAGE 3

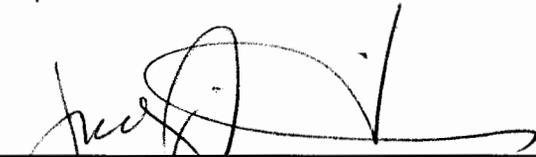
APPROVED:


THOMAS A. MASTERS
MAYOR

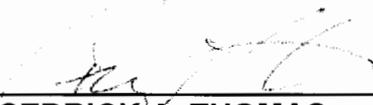

DAWN S. PARDO
CHAIRPERSON

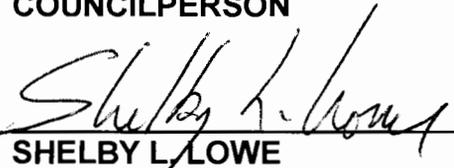
ATTEST:


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: J. Davis

SECONDED BY: S. Lowe

C. THOMAS aye

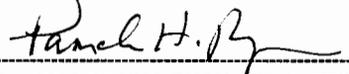
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/9/10

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 16 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 H & J Contracting, Inc., 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 65-0809915.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of roadway resurfacing and beautification, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liason during the performance of this Contract shall be the City Engineer, at telephone no. 561-845-4061.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion five hundred forty (540) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two thousand dollars (\$2,000.00) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the

CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior 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. See GC-44.1.
- 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. **Certified payroll reports shall accompany all requests for progress 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. See GC-44.5.
- 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

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.

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 CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 – M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises (“M/WBE”) shall have the opportunity to participate in this project. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to

work on this project.

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

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

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:

City Engineer
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

Dino G. Martini II, Vice President
H & J Contracting, Inc.
3160 Fairland Farms Road
Wellington, FL 33414

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents

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

ARTICLE 31 - SPECIAL CONDITIONS

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 "X" 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 X.
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 SR A1A (East Blue Heron Boulevard and North Ocean Drive) Resurfacing and Beautification Improvements From US 1 to South of the Burnt Bridge on Singer Island shall be guaranteed by the Manufacturer, if any, for a period of one year from the date of final acceptance thereof against defective materials, design and workmanship. 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 Manufacturer at no expense to the CITY.

The CONTRACTOR shall provide the CITY with a copy of the manufacturer's warranty as it relates to the materials and parts used to construct the project.

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, Dino Martini II 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 plans, specifications and this manual. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and plans and specifications. To the extent that there exists a conflict between this Contract and plans and specifications, 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.

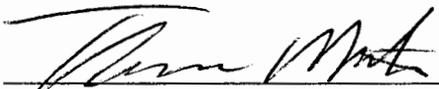
ARTICLE 48 - RIGHT TO REVIEW

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.

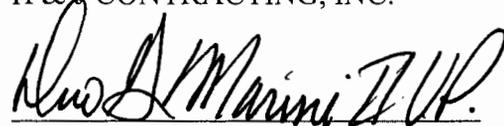
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IN WITNESS WHEREOF, the parties unto this agreement have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

BY: 
THOMAS MASTERS,
MAYOR

H & J CONTRACTING, INC.

BY: 
DINO G. MARTINI II
VICE PRESIDENT

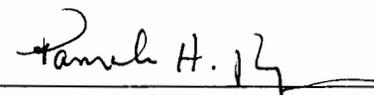
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: 
MARY MCKINNEY
DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 6/16/10

EXHIBIT "A"

SCOPE OF WORK

The project generally involves resurfacing, restoration and rehabilitation of SR A1A (East Blue Heron Boulevard and North Ocean Drive) from US 1 to south of the Burnt Bridge on Singer Island. The proposed improvements consist of milling and resurfacing existing pavement, widening with new shoulders and turn lanes, curbing, drainage (swales, inlets and culverts), sidewalks, crosswalks, striping and signing, lighting, and landscape/streetscape enhancements.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

H&J CONTRACTING

EXHIBIT B

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-58-01
 BID SCHEDULE AND COST PROPOSAL

Roadway					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
101-1	Mobilization	LS	1	138,363.75	138,363.75
102-1	Maintenance of Traffic	LS	1	190,781.85	190,781.85
102-3	Commercial Material for Driveway Maintenance	CY	2,000	3.17	6,340.00
104-10-2	Synthetic Bales	LF	1,535	3.15	4,835.25
104-11	Turbidity Barrier Floating	LF	580	10.06	5,834.80
104-13-1	Silt Fence Staked (Type III)	LF	26,200	.75	19,650.00
104-18	Rock Bags	EA	1,660	3.15	5,229.00
110-1-1	Clearing & Grubbing	AC	11	20,157.86	221,736.46
110-4	Removal of Existing Concrete Pavement	SY	517	16.78	8,675.26
120-1	Excavation Regular	CY	2,016	6.27	12,640.32
120-6	Embankment	CY	4,612	9.34	43,076.08
160-4	Type B Stabilization	SY	3,000	1.90	5,700.00
285-706	Optional Base (Base Group 06)	SY	2,441	11.16	27,241.56
285-707	Optional Base (Base Group 07)	SY	4,645	11.50	52,267.50
285-715	Optional Base (Base Group 15)	SY	2,879	45.56	122,055.24
327-70-5	Milling Existing Asphalt Pavement (2" Avg. Depth)	SY	92,998	1.64	152,516.72
334-1-12	Superpave Asphaltic Concrete (Traffic B)	TN	12,318	89.95	1,108,004.10
337-7-30	Asphaltic Concrete Friction Course (Traffic B, FC-9.5, Rubber) (110 LB/SY)	TN	6,648	125.37	707,839.02
339-1	Asphalt Pavement Miscellaneous (100 LB/SY)	TN	25	128.59	3,214.75
400-0-11	Concrete Class I (Retaining Walls)	CY	115	414.75	47,696.25
425-5-1	Manhole Adjust - Utilities	EA	84	355.92	29,897.28
425-6	Valve Box Adjust	EA	92	240.87	22,160.04
515-2-301	Pedestrian/Bicycle Railing (Aluminum Only, 42" Pickel Rail)	LF	460	43.31	19,516.50
520-1-10	Concrete Curb and Gutter (Type F)	LF	14,992	9.11	136,577.12
520-2-4	Concrete Curb (Type D)	LF	2,772	10.30	28,551.60
521-72-5	Shoulder Concrete Barrier Wall (Rigid - C&G)	LF	774	87.55	67,763.70
522-1	Concrete Sidewalk, 4" Thick	SY	7,304	19.60	143,158.40
522-2	Concrete Sidewalk, 8" Thick	SY	2,339	33.82	79,104.98
523-1-1	Patterned/Textured Pavement (Asphalt)	SY	2,303	57.02	131,317.06
523-1-2	Patterned/Textured Pavement (Concrete)	SY	4,763	47.17	224,670.71
527-1	Detectable Warning on Existing Walking Surface	EA	10	1,010.33	10,103.30
536-1-1	Guardrail	LF	148	32.98	4,881.04
536-85-22	Guardrail End Anchorage Assembly - Flared	EA	1	1,640.79	1,640.79
536-85-24	Guardrail End Anchorage Assembly - Type II	EA	1	476.24	476.24
570-1-2	Performance Turf/Sod	SY	34,845	2.16	75,481.20
				Total - Roadway = 3,858,997.87	

H&J CONTRACTING

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
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Drainage						
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost	
400-1-2	Concrete Class I (Endwalls)	CY	13	360.50	4,686.50	
400-4-8	Concrete Class IV (Bulkhead)	CY	2	1,030.00	2,060.00	
415-1-6	Reinforcing Steel (Miscellaneous)	LB	325	.77	250.25	
415-1-8	Reinforcing Steel (Bulkhead)	LB	135	.77	103.95	
425-1-311	Inlets (Curb Type P-1) (<=10')	EA	1	3868.92	3868.92	
425-1-331	Inlets (Curb Type P-3) (<=10')	EA	17	3054.75	51,930.75	
425-1-341	Inlets (Curb Type P-4) (<=10')	EA	4	3125.82	12,423.28	
425-1-351	Inlets (Curb Type P-5) (<=10')	EA	4	2,526.46	10,105.84	
425-1-411	Inlets (Curb Type J-1) (<=10')	EA	1	4,915.82	4,915.82	
425-1-431	Inlets (Curb Type J-3) (<=10')	EA	9	4,528.72	40,758.48	
425-1-441	Inlets (Curb Type J-4) (<=10')	EA	3	5,260.05	15,780.15	
425-1-451	Inlets (Curb Type J-5) (<=10')	EA	3	4,351.11	13,053.33	
425-1-481	Inlets (Curb Type J-8) (<=10')	EA	1	4,101.52	4,101.52	
425-1-521	Inlets (Dt Bot Type C) (<=10')	EA	12	1,621.20	19,454.40	
425-1-541	Inlets (Dt Bot Type D) (<=10')	EA	1	2,077.61	2,077.61	
425-1-551	Inlets (Dt Bot Type E) (<=10')	EA	12	2,494.06	29,928.72	
425-1-589	Inlets (Dt Bot Type H, Modify)	EA	2	8,778.84	17,557.68	✓ 9,957
425-1-889	Inlets (Barrier Wall Rigid, C&G, Modify)	EA	5	1,891.53	9,457.65	
425-1-711	Inlets, Gutter, Type V, (<=10')	EA	1	2,563.71	2,563.71	
425-1-713	Inlets, Gutter, Type V, (J Bottom <=10')	EA	2	5,063.87	10,127.74	
425-1-719	Inlets, Gutter, Type V, Modify	EA	1	7,460.12	7,460.12	
425-2-81	Manholes (P-8) (<=10')	EA	2	2,474.22	2,474.22	4,948
425-2-91	Manholes (J-8) (<=10')	EA	8	4,205.79	33,646.32	
430-94-1	Desilting Pipe, Up to 24"	LF	3,865	3.27	11,984.55	
430-94-2	Desilting Pipe, Greater than 24" up to 36"	LF	1,757	5.45	9,575.65	
430-175-101	Pipe Culvert Optional Material (Storm Sewer, Round Shape, Up to 24")	LF	2,716	58.15	157,935.40	
430-175-102	Pipe Culvert Optional Material (Storm Sewer, Round Shape, 25" to 36")	LF	1,485	74.95	111,300.75	
430-175-103	Pipe Culvert Optional Material (Storm Sewer, Round Shape, 37" to 48")	LF	855	105.69	90,364.95	
430-175-202	Pipe Culvert Optional Material (Storm Sewer, Ellip/Arch Shape, 24"x38")	LF	121	107.63	13,023.23	
430-175-203	Pipe Culvert Optional Material (Storm Sewer, Ellip/Arch Shape, 38"x50")	LF	682	168.47	114,896.54	
430-984-123	Mitred End Section, Optional Round, 15" Side Drain	EA	2	691.39	1,382.78	
443-1-1	Trench Drain (Standard)	LF	100	78.68	7,868.00	
443-70-3	French Drain, 18"	LF	1,195	61.66	73,683.70	
443-70-4	French Drain, 24"	LF	241	86.62	20,730.82	
443-70-5	French Drain, 30"	LF	637	95.86	61,062.82	
514-71-1	Filter Fabric, Plastic (Subsurface)	SY	20	17.41	348.20	
530-3-4	Riprap, Rubble (Ditch Lining)	TN	15	47.47	712.05	
530-74	Bedding Stone	TN	5	42.82	214.10	
Total - Drainage =					976,344.72	

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-58-01
 BID SCHEDULE AND COST PROPOSAL

Signing and Pavement Marking					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
700-20-11	Sign Single Post (Furnish & Install, Less than 12)	AS	195	303.85	59,250.75
700-20-12	Sign Single Post (Furnish & Install, 12-25)	AS	6	509.85	3,059.10
700-20-40	Single Post (Relocate)	AS	1	128.75	128.75
700-20-60	Sign Single Post (Remove)	AS	170	5.15	875.50
705-11-1	Delineator (Flexible Tubular)	EA	9	87.55	787.75
706-3	Retro Reflective Pavement Markers	EA	2,516	3.09	7,774.44
710-11-290	Painted Pavement Markings (Standard, Yellow, Island Nose)	SF	387	.62	239.94
711-11-111	Thermoplastic Pavement Markings (Standard, White, Solid, 6")	NM	7.04	2,447.28	17,228.85
711-11-122	Thermoplastic Pavement Markings (Standard, White, Solid, 8")	LF	5,005	.72	3,603.60
711-11-123	Thermoplastic Pavement Markings (Standard, White, Solid, 12")	LF	4,305	1.75	7,533.75
711-11-124	Thermoplastic Pavement Markings (Standard, White, Solid, 18")	LF	752	2.16	1,624.32
711-11-125	Thermoplastic Pavement Markings (Standard, White, Solid, 24")	LF	1,030	2.68	2,760.40
711-11-131	Thermoplastic Pavement Markings (Standard, White, Skip, 6")	GM	1.43	813.70	1,163.59
711-11-151	Thermoplastic Pavement Markings (Standard, White, Skip, 6")	LF	9,871	.62	6,120.02
711-11-160	Thermoplastic Pavement Markings (Standard, White, Message)	EA	135	118.45	15,990.75
711-11-170	Thermoplastic Pavement Markings (Standard, White, Arrow)	EA	304	46.35	14,090.40
711-11-211	Thermoplastic Pavement Markings (Standard, Yellow, Solid, 6")	NM	5.88	1,722.16	10,126.30
711-11-224	Thermoplastic Pavement Markings (Standard, Yellow, Solid, 18")	LF	357	2.16	771.12
711-11-231	Thermoplastic Pavement Markings (Standard, Yellow, Skip, 6")	GM	1.57	824.00	1,293.68
711-11-251	Thermoplastic Pavement Markings (Standard, Yellow, Skip, 6")	LF	3,882	.62	2,406.84
713-101-122	Preformed Tape (Standard, White, Solid, 8")	LF	8,004	5.67	45,382.68
713-101-125	Preformed Tape (Standard, White, Solid, 18")	LF	781	11.43	8,926.83
713-101-131	Preformed Tape (Standard, White, Skip, 6")	GM	0.75	5,438.40	4,078.80
713-101-211	Preformed Tape (Standard, Yellow, Solid, 6")	NM	0.75	2,183.60	1,637.70
Total - Signing and Pavement Marking =					216,856.06

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-58-01
 BID SCHEDULE AND COST PROPOSAL

Signalization					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
555-1-1	Directional Bore, Less Than 6"	LF	104	33.37	3,470.48
630-1-13	Signal Conduit (F&I)	LF	53	6.39	338.67
635-1-11	Pull & Junction Boxes, F&I, Pull Box	EA	8	364.62	2,917.72
853-191	Pedestrian Signal, F&I, LED-Count Down, 1-Way	EA	8	676.71	4,060.26
853-192	Pedestrian Signal, F&I, LED-Count Down, 2-Way	EA	2	1,122.70	2,245.40
659-107	Signal Head Aux., F&I, Aluminum Pedestal	EA	3	640.66	1,921.98
880-2-106	Loop Assembly, (F&I), Type F	AS	19	824.00	15,656.00
865-13	Pedestrian Detector, F&I	EA	3	128.75	386.25
690-31	Signal Pedestal (Remove)	EA	4	51.50	206.00
690-60	Remove Vehicle Detector Assembly	EA	19	51.50	978.50
700-48-18	Sign Panel, (F&I), (15 or Less)	EA	14	412.00	5,768.00
700-48-60	Sign Panel, Remove	EA	14	9.27	129.78
700-48-78	Sign Panel, (Furnish Only), (15 or Less)	EA	2	3.09	6.18
Total - Signalization =					37,355.22

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
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 BID SCHEDULE AND COST PROPOSAL

Lighting					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
715-1-12	Lighting Conductor, F&I, Insulated, No. 6	LF	185,540	0.82	152,142.80
715-1-13	Lighting Conductor, F&I, Insulated, No. 4	LF	64,780	1.13	73,201.40
715-1-19	Lighting Conductor, F&I, Data Cable Cat-5	LF	4,460	0.52	2,319.20
715-2-11	Lighting Conduit, F&I, Underground, 1" or 2" PVC Sch. 40	LF	27,995	4.22	118,138.9
715-2-13-1	Lighting Conduit F&I, Surface Mounted, 1" F&I Composite Fiberglass	LF	8,920	12.98	115,781.60
715-2-13-2	Lighting Conduit F&I, Surface Mounted, 2" F&I Composite Fiberglass	LF	8,560	13.49	128,964.40
715-5-51	Luminaire and Bracket Arm, Remove	EA	58	88.58	5,137.64
715-7-11	Load Center (Includes All Components as Listed on Service Point Details Drawing)	EA	7	8,531.49	59,720.43
715-11-125	Under Deck Wallpack Mount Complete, F&I, Type 'W'	EA	3	585.04	1,755.12
715-11-129	Pier Lighting Complete, F&I, Special	LS	1	149,350.00	149,350.00
715-14-11	Pull Box (F&I) (Roadside), Moulded	EA	42	399.64	16,784.88
715-14-12	Pull Box (F&I) (Sidewalk)	EA	230	376.98	86,705.40
715-14-14	Surface Mounted Junction Box (Weatherproof with Cover Plate)	EA	77	281.19	21,651.63
715-31	Temporary Lighting	LS	1	10,300.00	10,300.00
715-500-1	Pole Cable Distribution System, Conventional	EA	82	1,183.47	97,044.54
715-511-130-G	Light Fixture & Pole Complete, Special Design, F&I, Type 'G', Single Arm, Shoulder Mount, Aluminum Breakaway Pole 30', Wind Speed 150 MPH	EA	82	6,386.00	523,652.00
715-511-325-A	Light Fixture & Pole Complete, Special Design, F&I, Type 'A', Single Arm, Shoulder Mount, Concrete Pole 25', Wind Speed 150 MPH	EA	44	4944.00	217,536.00
715-511-325-C	Light Fixture & Pole Complete, Special Design, F&I, Type 'C', Single Arm, Shoulder Mount, Concrete Pole 25', Wind Speed 150 MPH	EA	42	5150.00	216,300.00
715-511-325-D	Light Fixture & Pole Complete, Special Design, F&I, Type 'D', Single Arm, Shoulder Mount, Concrete Pole 25', Wind Speed 150 MPH	EA	79	5253.00	414,987.00
715-517-225-B	Light Fixture & Pole Complete, Special Design, F&I, Type 'B', Double Arm, Bridge Mount, Galvanized Steel Pole 25', Wind Speed 150 MPH	EA	50	9,270.00	463,500.00
715-551-130	Remove Existing Light Pole, Single Arm, Shoulder Mount, Aluminum	EA	20	202.91	4,058.20
715-551-530	Remove FPL Light Pole, Single Arm, Shoulder Mount, Wood	EA	10	202.91	2,029.10
715-555-130	Remove Existing Light Pole, Single Arm, Bridge Mount, Aluminum	EA	24	202.91	4,869.84
783-4-111	ITS Conduit, F&I, Underground	LF	3,100	6.39	19,809.00
783-7-1	ITS Pull/Junction Box (F&I)	EA	8	1,545.00	12,360.00
Total - Lighting =					2,918,099.08

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
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 BID SCHEDULE AND COST PROPOSAL

Landscaping					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
580-1-1	Landscape Complete - Small Plants	LS	1	70,207.30	70,207.30
580-1-2	Landscape Complete - Large Plants	LS	1	408,793.30	408,793.30
590-70	Irrigation System	LS	1	403,640.38	403,640.38
721-74-1	Trash Receptacle - Pre-Fabricated	EA	11	2163.00	23,793.00
721-75-1	Bench - Pre-Fabricated	EA	11	2163.00	23,793.00
Total - Landscaping =					930,226.98

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-58-01
 BID SCHEDULE AND COST PROPOSAL

Landscaping - Small Plants Breakdown (FOR INFORMATIONAL PURPOSES ONLY)

Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
	Red Tip Coco Plum - 3 Gal., 24" HT. x 24" Spr., Full to Base, 24" O.C.	EA	556	6.58	3,658.48
	Crinum Lily - 10 Gal., 36" Ht. x 36" Spr., Well Rooted Full Plants	EA	36	24.09	867.24
	Dwarf Pink Oleander - 3 Gal., 15" Ht. x 15" Spr., Full to Base, 24" O.C.	EA	183	6.94	1,270.02
	Indian Hawthorn - 3 Gal., 14" HT. x 14" Spr., Full to Base, 18" O.C.	EA	6,696	6.61	43,599.56
	Zamia Furfureacea Cardboard Plant - 7 Gal., 30" Ht. x 30" Spr., Full Plant	EA	12	24.09	289.08
	Hellanthus Debils	EA	2,236	3.90	8,716.50
	Rhizophora Mangle	EA	10	116.79	1,167.90
	Agave 'Gainesville Blue'	EA	7	65.81	460.67
	Bougainvillea 'Purple'	EA	12	7.41	88.92
	Buxus Mic. 'Japonica'	EA	36	7.10	255.60
	Conocarpus E. Sericeus	EA	10	19.46	194.60
	Chrysobalanus Icaco	EA	23	6.79	156.17
	Conocarpus Erectus	EA	80	6.94	555.20
	Cordyline Fruticosa	EA	4	7.41	29.64
	Crinum Asialicum	EA	8	24.09	192.72
	Codiaeum 'Memmey'	EA	72	7.10	511.20
	Coccoloba Uvifera	EA	12	7.41	88.92
	Duranta E. 'Gold Mound'	EA	57	6.79	387.03
	Euphorbia Milll	EA	12	6.94	83.28
	Ficus M. 'Green Island'	EA	64	6.79	434.56
	Ficus Benjaminia	EA	86	7.28	626.08
	Hibiscus R. 'Pink'	EA	86	7.28	626.08
	Ilex Vomitoria 'Nana'	EA	15	7.77	116.55
	Ixora Nora Grant	EA	150	7.28	1,092.00
	Juniperus C. 'Blue Pacific'	EA	15	9.72	145.80
	Liriope Evergreen Giant	EA	10	3.49	34.90
	Nerium Oleander 'Calypso Red'	EA	33	7.77	256.41
	Plumbago 'Imperial Blue'	EA	16	7.28	116.48
	Podocarpus M. 'Maki'	EA	30	7.77	233.10
	Pittosporum Tobira	EA	20	7.77	155.40
	Ruellia Brit. 'Purple Showers'	EA	203	6.79	1,378.37
	Schefflera A. 'Trinette'	EA	128	6.79	869.12
	Strelitzia Reginae	EA	1	9.72	9.72
	Trachypogon A. 'Minima'	EA	400	3.85	1,540.00

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-68-01
 BID SCHEDULE AND COST PROPOSAL

Landscaping - Large Plants Breakdown (FOR INFORMATIONAL PURPOSES ONLY)

Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
	Remove Existing Trees, Palms, Shrubs and Groundcover	LS	1	12,560.85	12,560.85
	Gumbo Limbo - 14' Ht. x 7' Spr., 8' C.T., Full Branching Patterns	EA	2	137.78	275.56
	Silver Buttonwood - 12' Ht. x 6' Spr., 6' C.T., Single Trunk	EA	120	103.77	12,454.80
	Orange Gelger Tree - 12' Ht. x 8' Spr., 6' C.T., Single Trunk	EA	88	106.88	9,405.44
	Green Malayan Coconut Palm - 6' G.W., Heavy Truck, Fla. Fancy	EA	73	325.24	23,742.52
	Med Jool Date Palm - 10' C.T., 'Classic Cut', 36" Rt Ball, 20" DBH, Full Uncropped Hds	EA	74	3,753.08	277,727.92
	Cabbage Palm - Hurricane Cut 14" Cal., 12'-20' C.W., Staggered Groups, 36" Root Ball	EA	173	127.48	22,054.04
	Plyschosperma Elefans	EA	3	162.50	487.50
	Vellichia Montgomeryana	EA	12	211.94	2,543.28
	Thrinax Radlata	EA	52	833.03	43,317.56
	Adonidia Merrill	EA	1	170.74	170.74
	Cocos Nucifera 'Green Malayan'	EA	1	439.06	439.06
	Sabal Palmetto	EA	1	112.03	112.03
	Water Fountain	EA	1	3,502.00	3,502.00

City of Riviera Beach
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Irrigation System Breakdown (FOR INFORMATIONAL PURPOSES ONLY)

Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
	12" Pop Up Spray	EA	675	30.05	20,283.75
	6" Pop Up Spray	EA	1,831	15.94	29,186.14
	4" Pop Up Bubbler	EA	128	39.47	5,052.16
	1" Zone Valve	EA	11	50.34	553.74
	1-1/2" Zone Valve	EA	33	67.84	2,238.72
	2" Zone Valve	EA	35	95.72	3,351.60
	1-1/2" Mainline Sch. 40 PVC	LF	600	7.63	4,578.00
	2" Mainline Sch. 40 PVC	LF	1,260	10.85	13,871.00
	2-1/2" Mainline Sch. 40 PVC	LF	8,020	2.50	20,050.00
	3" Mainline Sch. 40 PVC	LF	5,680	3.31	18,800.80
	3/4" Lateral Supply Line	LF	610	0.15	76.50
	1" Lateral Supply Line	LF	1,140	0.21	239.40
	1-1/4" Lateral Supply Line	LF	720	0.29	208.80
	1-1/2" Lateral Supply Line	LF	960	0.32	307.20
	2" Lateral Supply Line	LF	140	0.42	58.80
	2-1/2" Lateral Supply Line	LF	190	0.57	108.30
	2" Conduit Grey Sch. 40 PVC	LF	17,270	0.79	13,643.30
	2" Sleeve: Sch. 40 PVC	LF	35	1.75	61.25
	3" Sleeve: Sch. 40 PVC	LF	250	0.93	232.50
	4" Sleeve: Sch. 40 PVC	LF	100	1.34	134.00
	#14 AWG Irrigation Wire	LF	108,250	0.19	20,567.50
	#12 AWG Irrigation Wire	LF	66,130	0.25	16,532.50
	12-Station Controller	EA	2	4,013.36	8,026.72
	36-Station Controller	EA	3	5,365.69	16,097.07
	1-1/2" Flow Meter	EA	2	311.27	622.54
	2" Flow Meter	EA	3	320.19	960.57
	1-1/2" Water Meter Installed	EA	2	2,575.00	5,150.00
	2" Water Meter Installed	EA	3	3,605.00	10,815.00
	1-1/2" Pressure Backflow	EA	2	268.35	536.70
	2" Pressure Backflow	EA	3	281.20	843.60
	2-1/2" Isolation Valve	EA	7	20.57	144.01
	3" Isolation Valve	EA	3	42.66	127.98
	3" Steel Sleeve	LF	6,800	8.53	58,004.00
	4" Steel Sleeve	LF	3,900	12.95	50,505.00
	6" Steel Sleeve	LF	3,170	18.85	59,754.50
	Pull / Splice Box	EA	25	38.50	962.50
	Central Irrigation Computer with Software	EA	1	11,729.71	11,729.71
	Irrigation Remote Radio	EA	3	3,134.82	9,404.46

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-68-01
 BID SCHEDULE AND COST PROPOSAL

Bridge Structure					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
110-3	Removal of Existing Structure	SF	6,288	2.06	10,893.28
400-4-4	Class IV Concrete (Superstructure)	CY	12.2	721.00	8,796.20
400-4-11	Class IV Concrete (Retaining Walls)	CY	1.1	2575.00	2,832.50
415-1-3	Reinforcing Steel (Retaining Walls)	LB	480	3.09	1,421.40
415-1-4	Reinforcing Steel (Superstructure)	LB	3,360	3.09	10,382.40
521-0-9	Concrete Traffic Rolling - Bridge (Special Design)	LF	40	2008.50	80,340.00
761-11	Architectural - Special	LF	4,851	118.45	574,600.95
Total - Bridge Structure =					689,246.73

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420326-1-58-01
 BID SCHEDULE AND COST PROPOSAL

Water						
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost	
1050-11423-8	8" DIP Water Main	LF	500	27.87	13,935.00	
1050-11424-8	8" DIP Water Main	LF	1,600	29.87	47,792.00	
1050-11424-10	10" DIP Water Main	LF	2,010	35.32	70,993.20	
1050-11424-14	14" DIP Water Main	LF	80	147.15	8,829.00	
1050-16003-8	6" Cement Asbestos Water Main (Remove & Dispose)	LF	350	53.76	18,816.00	
1050-16004-8	8" Cement Asbestos Water Main (Remove & Dispose)	LF	1,900	13.74	26,106.00	
1050-10004-10	10" Cement Asbestos Water Main (Remove & Dispose)	LF	1,400	18.57	25,998.00	
1055-11414-6/45	6" 45 Degree Elbow	EA	18	299.75	5395.50	
1055-11414-8/45	8" 45 Degree Elbow	EA	18	362.97	6533.46	
1055-11414-10/45	10" 45 Degree Elbow	EA	24	515.57	12,373.68	
1055-11414-14/45	14" 45 Degree Elbow	EA	4	791.34	3,165.36	
1055-11414-6/90	6" 90 Degree Elbow	EA	9	319.37	2874.33	
1055-11424-8	6" Tee	EA	1	403.30	403.30	
1055-11424-8x8	8"x8" Tee	EA	2	501.40	1002.80	
1055-11424-8	8" Tee	EA	1	545.00	545.00	
1055-11424-10x8	10"x8" Tee	EA	4	608.22	2432.88	
1055-11424-10x8	10"x8" Tee	EA	1	659.45	659.45	
1055-11424-10	10" Tee	EA	3	801.15	2403.45	
1055-11434-10x8	10"x8" Reducer	EA	3	431.64	1294.92	
1055-11444-6	6" Transition Coupling	EA	4	545.00	2180.00	
1055-11444-8	8" Transition Coupling	EA	12	610.40	7324.80	
1055-11444-10	10" Transition Coupling	EA	11	795.70	8752.70	
1080-11104	Sample Point	EA	20	305.20	6104.00	
1080-11304-6	6" Gate Valve	EA	6	844.75	5068.50	
1080-11307-6	6" Line Stop	EA	2	2384.40	4768.80	
1080-11404-8	8" Gate Valve	EA	8	1108.53	8868.24	
1080-11404-10	10" Gate Valve	EA	14	1569.60	21,974.40	
1080-11407-8	8" Line Stop	EA	10	2180.00	21,800.00	
1080-11407-10	10" Line Stop	EA	11	2572.40	28,296.40	
1080-11407-14	14" Line Stop	EA	2	4426.40	8,852.80	
1080-14-0-6/P	0" - 6" Potable Water Service (Relocate & Adjust)	EA	7	572.25	4005.75	
1080-14-8-10/P	8" - 10" Potable Water Service (Relocate & Adjust)	EA	12	752.10	9025.20	
1080-14/F	Fire Water Service (Relocate & Adjust)	EA	10	937.40	9374.00	
1044800	Fire Hydrant (Relocate)	EA	7	1389.75	9728.25	
1644-13608	Fire Hydrant Assembly	EA	1	3052.00	3052.00	
Total - Water =					410,667.17	

City of Riviera Beach
 SR A1A (US 1 to South of Burnt Bridge)
 Financial ID: 420325-1-58-01
 BID SCHEDULE AND COST PROPOSAL

Sewer					
Pay Item No.	Item	Unit	Qty	Est. Unit Cost	Est. Total Cost
1050-11222	4" PVC Sanitary Sewer Service	LF	200	19.84	3968.00
1050-11223	6" PVC Sanitary Sewer Service	LF	620	39.79	24,669.80
1050-11224	8" PVC Sanitary Sewer	LF	780	40.88	31,886.40
1050-11423-6	6" DIP Force Main	LF	50	65.40	3,270.00
1050-11424-8	8" DIP Force Main	LF	60	76.30	4,578.00
1050-11424-12	12" DIP Force Main	LF	250	93.74	23,435.00
1050-11424-14	14" DIP Force Main	LF	260	130.80	34,008.00
1050-11614	12" Steel Casing/Sleeve (Service through Exfiltration Trench)	LF	25	50.14	1253.50
1055-11253	6" PVC Cap	EA	6	30.52	183.12
1055-11272	4" PVC Cleanout	EA	5	354.25	1771.25
1055-11273	6" PVC Cleanout	EA	5	436.00	2180.00
1055-11413-6	6" 45 Degree Elbow	EA	4	430.55	1722.20
1055-11414-8	8" 45 Degree Elbow	EA	4	506.85	2027.40
1055-11414-12	12" 45 Degree Elbow	EA	24	1042.04	25,008.96
1055-11414-14	14" 45 Degree Elbow	EA	22	1351.60	29,735.20
1080-11211	Type P-7 Manhole - Force Main Air Release Valve	EA	1	3738.70	3738.70
1080-11222	Type P-8 Manhole - Sanitary Sewer	EA	2	3597.00	7194.00
1080-11403	Tepping Saddle and Sleeve - Force Main	EA	1	4033.00	4033.00
1080-11408	Air Release Valve - Force Main	EA	1	1596.85	1596.85
1080-11407-12	12" Line Stop	EA	10	2610.50	26,105.00
1080-11407-14	14" Line Stop	EA	9	4447.20	40,024.80
				Total - Sewer =	272,989.18

272,989.18

COMPONENT SUMMARY SHEET	
Component	Estimated Cost
Roadway	\$ 3,858,997.87
Drainage	\$ 976,344.72
Signing and Pavement Marking	\$ 216,856.06
Signalization	\$ 37,355.22
Lighting	\$ 2,918,099.08
Landscaping	\$ 930,226.98
Bridge Structure	\$ 130,091.96 ^{\$ 689,266.73}
Water	\$ 410,667.17
Sewer	\$ 272,989.18
GRAND TOTAL = \$ 10,310,803.01	

Bid Total (written out): ten million-three hundred ten thousand eight hundred three dollars and one cent.

Submitted by: H+J Contracting Inc
(Contractor Name)
 Signed: 
 Name Printed: Dino G. Marini I
 Title: Vice President
 Address: 3160 Fairlane Farms Rd
Wellington, FL 33414
 Telephone: 561-791-1953
 Date: 4-16-10

RESOLUTION NO. 68-10

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 TARGET ENGINEERING GROUP, INC. FOR PROVIDING CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE STATE ROAD A1A IMPROVEMENT PROJECT; AUTHORIZING FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited Statement of Qualification for providing Construction Engineering and Inspection Services (CEI) on State Road A1A project in accordance with the State of Florida "Consultants Competitive Negotiation Act", F.S. 287.055; and

WHEREAS, Target Engineering Group, Inc. was selected as the top ranked firm to provide CEI services for SR A1A project; and

WHEREAS, the Florida Department of Transportation has reviewed the proposal by Target Engineering Group and recommends approval.

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

SECTION 1. The Mayor and City Clerk are authorized to execute a contract with Target Engineering Group, Inc. for providing CEI services for the State Road A1A project for an estimated amount of \$921,742.12.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to make payment for same from the following account numbers:

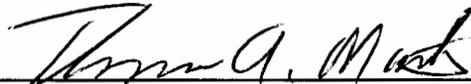
109-0716-541-0-3101	\$847,742
412-1438-535-0-6351	\$74,000

SECTION 4. This resolution shall become effective upon its passage by the City Council.

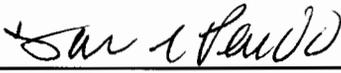
PASSED AND APPROVED THIS _____ DAY OF _____, 2010.

RESOLUTION NO. 68-10
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

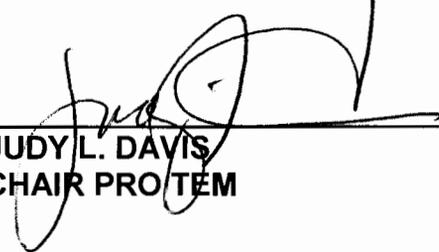


DAWN S. PARDO
CHAIRPERSON

ATTEST:

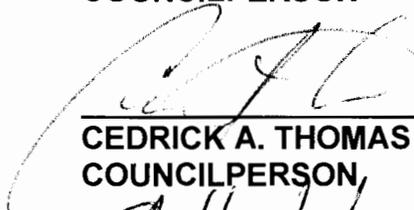


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

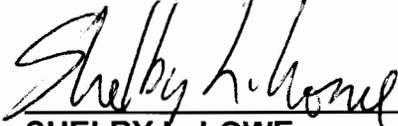


JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: C. Thomas

D. PARDO aye

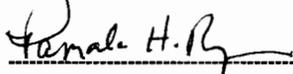
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/9/10

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

This Contract is made as of this 16 day of June, 2010, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Target Engineering Group, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0897965.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of construction engineering and inspection (CEI) for State Road A1A, from US Highway 1 to Burnt Bridge, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liason during the performance of this Contract shall be Lal John Samadi, P.E., Consulting Engineer, telephone number 561-845-4061.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on June 28, 2010 and complete all services by December 30, 2011.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to

the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by

the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'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 of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT 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 CONSULTANT 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. Proposers are 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 CONSULTANT further agrees to hire minority sub-contractors to work on this project.

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

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract plus two (2) years after completion, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT 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 with \$2,000,000 aggregate annually to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT 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 CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- 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 CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT 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 CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

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

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

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

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

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the

CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract/agreement.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT 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 CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

(The remainder of this page is left blank intentionally.)

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

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

ARTICLE 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 CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

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

L. John Samadi, P.E., Project Manager
City of Riviera Beach
Community Development Department
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Ramzi Asfour, P.E., Executive Vice President
Target Engineering Group, Inc.
8095 NW 12 Street, Suite 105
Miami, FL. 33126

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Ramzi Asfour, P.E. 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.

ARTICLE 38 - EXHIBITS

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

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The Contract consists of this contract, attachments A and B, a set of plans and specifications for SR A1A Improvement project. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and ____ (no other), the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 – SURVIVABILITY

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

ARTICLE 43 - DEFAULT

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

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied,

discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or

c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT'S property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

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

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

TARGET ENGINEERING GROUP, INC.

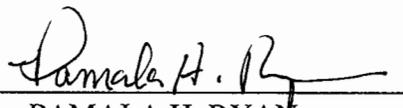
BY: 
THOMAS A. MASTERS
MAYOR

BY: 
RAMZI ASFOUR, P.E.
EXECUTIVE VICE PRESIDENT

ATTEST: 
BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
DEPARTMENT DIRECTOR
MARY MCKINNEY, DIRECTOR

DATE: 6/16/10

TEG Contract Tasks

Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed.

Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department and City staff, and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities.

Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.

Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts.

Maintain a website linked to the City of Riviera Beach website and provide current and accurate information.

Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to make and record measurements necessary to calculate and document quantities for pay items, make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and perform incidental engineering surveys.

On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Department will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures.

Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

PRODUCTION

CREATE TABLES

TEST

FEE SUMMARY

CONTRACT DETAIL

CONSULTANT CONTRACT TOTALS TOTAL

Target Engineering Group, Inc.

Labor(Unloaded)		\$ 320,495.87
Overhead %	91.94%	\$ 294,663.90
Operating Margin %	30.00%	\$ 96,148.76
FCCM % Loaded	0.049%	\$ 157.04
Premium O/T		\$ -
Expense %	25.33%	\$ 81,181.60
Other Expense		
CONSULTANT COST:		\$ 792,647.17

SUBCONSULTANTS

- Basic Services : Creative Engineering Group, Inc.
- Expenses : Target Engineering Group, Inc.
- Geotechnical Services : Target Engineering Group, Inc.

84,894.95
 34,200.00
 10,000.00

921,742.12

EXHIBIT "B"

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Miami-Dade

Ramzi Asfour, P.E., being first duly sworn, disposes and says that:
(Name/s)

1. They are Exec. Vice President (Title) of Target Engineering Group, Inc. (Name of Company), the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Riviera Beach or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Ramzi Asfour
Signed
Executive Vice President
Title

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of May 2010.
by: Ramzi B. Asfour who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

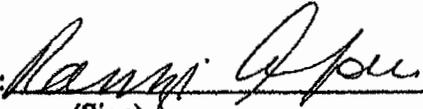


Melissa Suarez
Notary (sign & stamp Commission No.)

BUY AMERICA CERTIFICATE OF COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Target Engineering Group, Inc.

Authorized By:  Ramzi Asfour, P.E.
(Sign) (Print Name)

Title: Executive Vice President Date: May 21, 2010

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

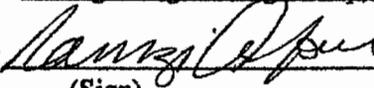
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: Target Engineering Group, Inc.

Authorized By:  Ramzi Asfour, P.E.
(Sign) (Print Name)

Title: Executive Vice President Date: May 21, 2010

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

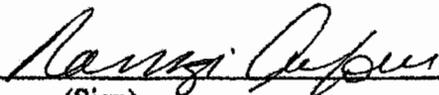
(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: Target Engineering Group, Inc.

Authorized By:  Ramzi Asfour, P.E.
(Sign) (Print Name)

Title: Executive Vice President Date: May 21, 2010

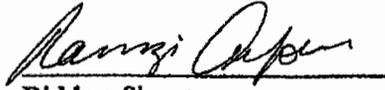
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Target Engineering Group, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidders Signature

May 21, 2010
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT
LOCAL AGENCY PROGRAM

279-200-12
 EQUAL OPPORTUNITY OFFICE
 09/08

1. FDOT LAP AGREEMENT#		2. FDOT LAP AGREEMENT AMOUNT		3. LOCAL AGENCY CONTRACT (PRIME)		4. LOCAL AGENCY NAME	
420325-1-58-01		\$921,742.12				City of Riviera Beach	
5. PRIME CONTRACTOR NAME						6. FED NUMBER (PRIME CONTRACTOR)	
Target Engineering Group, Inc.						65-0897965	
7. CONTRACT DOLLAR AMOUNT						8. FED NUMBER (LOCAL AGENCY)	
\$921,742.12							
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE" (DISADVANTAGED BUSINESS ENTERPRISE)?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>	
10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> OTHER _____							
11. REVISION (Y/N)? IF YES, REVISIONS							
12. ANTICIPATED DBE SUBCONTRACTS (BELOW):							
DBE SUBCONTRACTOR OR SUPPLIER		TYPE OF WORK/SPECIALTY		DOLLAR AMOUNT		PERCENT OF CONTRACT DOLLARS	
A Creative Engineering Group, Inc.		CEI		\$84,894.95		9.2%	
B							
C							
D							
E							
F							
				SUB TOTAL DOLLARS TO DBE'S		SUB TOTAL PERCENT OF CONTRACT	
				\$84,894.95		9.2%	
SECTION TO BE FILLED BY PRIME CONTRACTOR							
13. NAME OF SUBMITTER			14. DATE		15. TITLE OF SUBMITTER		
Ramzi Asfour, P.E.			5/21/10		Executive Vice President		
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER				17. FAX NUMBER		18. PHONE NUMBER	
ramzi@targetengineering.com				305-436-8885		305-436-8877	
SECTION TO BE FILLED BY LOCAL AGENCY							
19. SUBMITTED BY			20. DATE		21. TITLE OF SUBMITTER		
22. EMAIL ADDRESS OF SUBMITTER				23. FAX NUMBER		24. PHONE NUMBER	
NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.							
THE FOLLOWING SECTIONS ARE FOR FDOT LAP COORDINATOR USE							
DBE	LAP COORDINATOR NAME	DATE TO GO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)	EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)	PRECON CONF DATE		

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2010

PRODUCER (305)822-7800 FAX 305-362-2443
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315
Loraida Gonzalez Ext 159 zgonzalez@cafdf.com
Insured Target Engineering Group, Inc.
8095 NW 12th Street
Suite 105
Miami, FL 33126

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company A+ XV	25623
INSURER B: Travelers Indemnity Co A+ XV	25620
INSURER C: Catlin Insurance Co A XV	19518
INSURER D:	
INSURER E:	

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 ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	6601379N83A	02/15/2010	02/15/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input 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"/> Uninsured Motorist	BA3498N794	02/15/2010	02/15/2011	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 EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP2266T738	02/15/2010	02/15/2011	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	UB2266T787	02/15/2010	02/15/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 Liability Claims-Made Form RETRO DATE: 11/10/1999	AED975701010	10/19/2009	10/19/2010	\$3,000,000 Each Claim \$5,000,000 Annual Aggregate \$100,000 Deductible Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Construction Engineering Inspection (CEI) AIA - Project RFP 257-10
The City of Riviera Beach and the Florida Department of Transportation are additional insured on the General Liability coverage, excluding professional services.

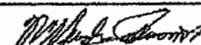
CERTIFICATE HOLDER

City of Riviera Beach
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Meade Collinsworth/ANGIE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MEMORANDUM

APRIL 23, 2010

TO: MARY MCKINNEY, COMMUNITY DEVELOPMENT DIRECTOR

FROM: BENJAMIN GUY, PURCHASING DIRECTOR

**RE: EVALUATION COMMITTEE RECOMMEDATION: RFP 257-10
CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR STATE
ROAD A1A IMPROVEMENTS**

On April 09, 2010, an evaluation committee consisting of the City of Riviera Beach Consulting Engineer, Utility District Engineer, Public Works Director, the Purchasing Director and the Assistant Finance Director convened to review and discuss the responses to the City's RFP for construction engineering inspection services for SR A1A improvements.

Consistent with the requirements of Florida Statue 287.055, these firms were evaluated and ranked based on the criteria established in the City's RFP which included the following considerations:

-
1. Team Professional Abilities
 2. Team Individual Accreditation
 3. Past Performance relative to Construction Engineering Inspection Services
 4. Certified Minority Business
 5. Location
 6. Recent, current & projected workloads
 7. Willingness to meet time & budget requirements
 8. Volume of work previously awarded by City
-

After committee members had an opportunity to review each of the nine (9) proposals received, committee members met to discuss the particulars of each of the nine (9) written submittals received in response to the City's public solicitation. Committee members shared their observations and impressions of the written responses and scored each in accordance with their understanding of the evaluation criteria established in the City's public solicitation.

Scores for written presentations were tallied by the Purchasing Department and based upon a measure of average scores, the following firms were short-listed:

- Target Engineering Group, Inc.
- PBS & J
- Consul-Tech Enterprises, Inc.
- GBF Engineering, Inc.

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**EVALUATION COMMITTEE RECOMMENDATION: RFP 257-10, CONSTRUCTION
ENGINEERING INSPECTION SERVICES FOR STATE ROAD A1A IMPROVEMENTS**

On April 20, 2010, the four (4) short-listed firms were invited to give oral presentations before the committee to discuss **their approach to the assignment; experience with similar projects; qualifications of staff; and availability to perform the work.**

Committee members evaluated each oral presentation and scored each according to **Interaction, presentation ability and ability to communicate technical information.** Finally, total average scores for both written proposals and oral presentations were combined and tallied for the four (4) short-listed firms. Accordingly, the committee ranks the short-listed firms as follows:

1. **Target Engineering Group, Inc.**
2. **Consul-Tech Enterprises, Inc.**
3. **PBS & J**
4. **GBF Engineering, Inc.**

Although Consul-Tech Enterprises, Inc., PBS & J and GBF Engineering, Inc. are each qualified to provide the required services, the Committee's consensus scoring rates Target Engineering Group, Inc. as the top ranked firm to provide the services identified in the City's RFP.

Accordingly, and consistent with the requirements of Florida Statue 287.055 (5) (a) – (c) it is the consensus recommendation of the evaluation committee that the top ranked firm of Target Engineering Group, Inc. of Palm Beach Gardens, Florida be recommended to the City Council to provide construction engineering inspection services for SR A1A improvements.

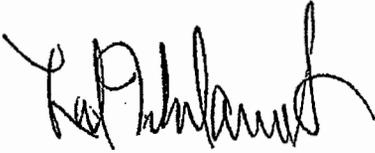
Cc:

Ruth Jones, City Manager
Asst. City Manager, Paul White
Evaluation Committee Members
Purchasing File

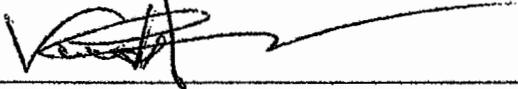
PAGE 3

**EVALUATION COMMITTEE RECOMMEDATION: RFP 257-10, CONSTRUCTION
ENGINEERING INSPECTION SERVICES FOR STATE ROAD A1A IMPROVEMENTS**

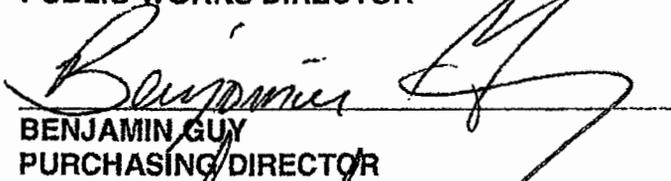
COMMITTEE MEMBERS



**LAL "JOHN" SAMADI
CONSULTING CITY ENGINEER**



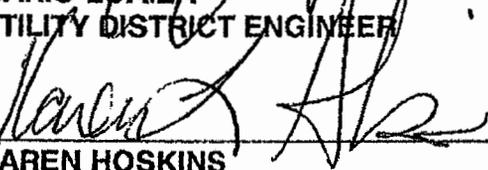
**VINCENT AKHIMIE
PUBLIC WORKS DIRECTOR**



**BENJAMIN GUY
PURCHASING DIRECTOR**



**MARIO LOAIZA
UTILITY DISTRICT ENGINEER**



**KAREN HOSKINS
ASSISTANT FINANCE DIRECTOR**

REGULAR CITY COUNCIL MEETING JUNE 16, 2010

RESOLUTION NO. 69-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZATION TO TERMINATE THE GRANT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) FOR FUNDS IN THE AMOUNT OF \$100,000 FOR A WATER TAXI STOP UNDER THE JERRY THOMAS BRIDGE (BLUE HERON BOULEVARD); AND PROVIDING AN EFFECTIVE DATE.

A motion was made by **Councilperson Thomas** and seconded by **Chair pro tem Davis** to postpone approval of the aforementioned resolution until a response was received from the MPO.

MOTION FOR POSTPONEMENT

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

MOTION APPROVED

RESOLUTION NO. 70-10

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF JACQUELYN HOLLIS AND MARGARET POTTINGER, AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ABDULLAH LUKE, DECEASED, BRENDA MCCORVEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF SHALENA PERRY, DECEASED, STEVENS DORMEZIL AND NOEL DURRANT VS. THE CITY OF RIVIERA BEACH, ET AL., CONSOLIDATED CASE NO. 502008CA004430XXXMB AO; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF \$55,000 AS COMPLETE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a result of a shooting at Sugmon's Pool Hall & Sports Bar in Riviera Beach, patrons Shalena Perry and Abdullah Luke were killed and patrons Noel Durrant and Stevens Dormezil were injured; and

WHEREAS, because the City of Riviera Beach allowed police officers to provide off-duty detail to the establishment, the Estates of Perry and Luke, as well as Durrant and Dormezil filed suit against the City; and

WHEREAS, although filed separately, the cases were consolidated by court order; and

WHEREAS, after mediation the parties have agreed, subject to City Council approval, to settle the case for \$55,000; and

WHEREAS, if approved, the City shall pay Brenda McCorvey, as personal representative of the Estate of Shalena Perry, \$10,000; Jacqueline Hollis and Margaret Pottinger as co-personal representatives of the Estate of Abdullah Luke, \$40,000; Noel Durrant \$1,000; and Stevens Dormezil, \$4,000.

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

SECTION 1. That settlement in the matter of *Jacquelyn Hollis and Margaret Pottinger, as co-personal representatives of the Estate of Abdullah Luke, deceased, Brenda McCorvey, as personal representative of the Estate of Shalena Perry deceased, Stevens Dormezil and Noel Durrant vs. The City of Riviera Beach, et al., consolidated case no. 502008CA004430XXXMB AO*, is hereby approved in the total amount of \$55,000 which includes attorney's fees and costs.

RESOLUTION NO.: 70-10
PAGE -2-

SECTION 2. That Gallagher Bassett Services, Inc., is authorized to make payment on behalf of the City, after receiving a general release from Plaintiffs' counsel.

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

PASSED and APPROVED this 16 day of June, 2010.

[Signatures on following page]

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

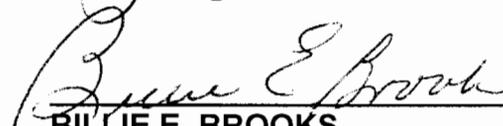
ATTEST:



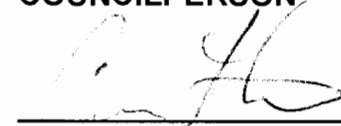
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



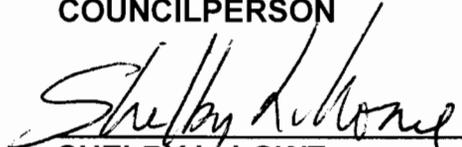
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: S. Lowe

D. PARDO aye

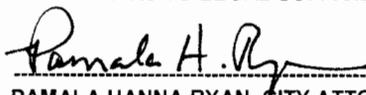
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/9/10