

RESOLUTION NO. 98-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 266-10 RC-4 CANAL WATER QUALITY IMPROVEMENT PROJECT TO JOHNSON-DAVIS, INC. OF LANTANA, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$340,300; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council previously approved resolution no.32-07 which authorized the Tri-Party Agreement between the City of Riviera Beach, Lockheed Martin, Inc. and Palm Beach County as a part of the \$1.6 million State of Florida Economic Development Transportation Fund Grant; and

WHEREAS, the Tri-Party Agreement specifies that the City of Riviera Beach will be reimbursed for all costs associated with the dredging of the Lake Worth Lagoon and construction of a five hundred foot long sixteen foot wide pier and water taxi stop; and

WHEREAS, Council approved resolution no.58-10 which authorized the construction of the combined fishing pier/working dock and dredging in the amount of \$1,018,530.63; and

WHEREAS, RC-4 canal water quality improvement project is the second phase of the grant and is a requirement of the Environmental Resource Permit No.50-0254014-003 issued by Florida Department of Environmental Protection Agency; and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for qualified contractors to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of rc-4 canal water quality improvement project; and

WHEREAS, eight (8) companies responded to Invitation for Bid No. 266-10 and Johnson-Davis, Inc. of Lantana, Florida submitted the lowest responsive and responsible bid in the amount of \$340,300.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract to complete the construction of RC-4 canal water quality improvement project to Johnson-Davis, Inc of Lantana, Florida, and authorizes the Mayor and City Clerk to execute a construction services for same.

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

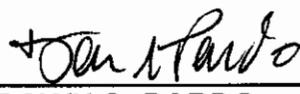
SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 10% of the contract award amount.

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

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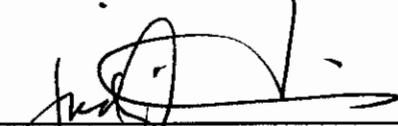
APPROVED:

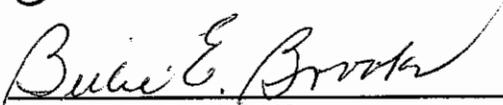

THOMAS A. MASTERS
MAYOR

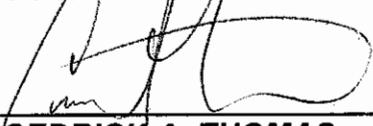

DAWN S. PARDO
CHAIRPERSON

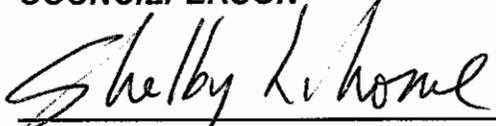
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

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:

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 1 day of September, 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 JOHNSON-DAVIS, INC. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 59-175-3888. 59 - 1753888

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional construction services to furnish all supervision, personnel, equipment, materials, labor and supplies to complete the construction of **RC-4 Canal Water Quality Improvement Project**, as more specifically set forth in this contract, the Invitation for Bid, to wit **Bid No. 266-10**, hereinafter the "Bid", the Addenda and in accordance with the Design Plans, and Technical Specifications prepared by Jordan, Jones & Goulding the engineer for this project attached as **Exhibit "A"**. To the extent there exists a conflict with this Contract the bid, addenda, design plans and technical specifications, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of various provisions.

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

ARTICLE 2 - SCHEDULE

- A. **Time of Completion** - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within sixty (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

The CITY will not issue a notice proceed to CONTRACTOR prior to December 1, 2010. A partial notice to proceed will be issued earlier to CONTRACTOR to purchase the Nutrient Removing Baffle Box and other components.

- 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 seven hundred fifty dollars (\$750) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR three hundred forty thousand three hundred dollars (\$340,300) as indicated in Bid Schedule Sheet set forth in Exhibit "B". The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the City.
- B. **Progress Invoices** - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. **Progress Payments** - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. **Payment of Expenses** - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. **Final Invoice** - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "**Final Invoice**" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – M/WBE PARTICIPATION

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

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

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

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

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

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

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

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

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

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

Contract.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

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

and if sent to the CONTRACTOR shall be mailed to:

Johnson-Davis, Inc.

604 Hillbrath Dr.
Lantana, FL 33462

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after

notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

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

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

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of RC-4 Canal Water Quality Improvement Project shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

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

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Responsibilities of Contract, General Conditions, Special Conditions, Technical Specifications, Contract Documents and Plans. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No.266-10. To the extent that there exists a conflict between this Contract and Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

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

receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

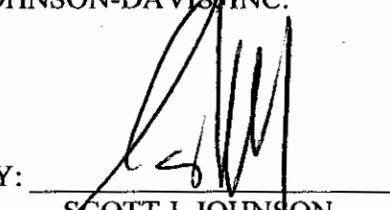
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IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

JOHNSON-DAVIS, INC.

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
SCOTT J. JOHNSON
PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
BENJAMIN GUY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: _____

EXHIBIT "A"

SCOPE OF WORK

[Reports if Applicable]

[Key Personnel if Applicable]

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.

RESOLUTION NO. 99-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 249-09 TO DWL MANAGEMENT LLC OF RIVIERA BEACH, FL, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR LOT CLEARING CUTTING AND RELATED SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$45,000.00 COMMENCING SEPTEMBER 2, 2010, FOR A PERIOD OF ONE YEAR; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM REPAIR AND MAINTENANCE CONTRACTS ACCOUNT NO. 430-0841-524-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Purchasing Department solicited bids from professional contractors to provide Lot Clearing, Cutting and Related Services for the City of Riviera Beach; and six (6) firms responded to the City's request; and

WHEREAS, The City Purchasing Department determined that DWL Management LLC of Riviera Beach, FL, was the lowest responsive and responsible bidder whom met the specifications and requirements of the bid.

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

SECTION 1. The City Council hereby awards the Bid No. 249-09 for lot clearing, cutting and related services to DWL Management LLC.

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

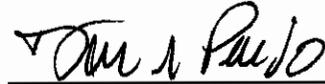
SECTION 3. The Finance Director is hereby authorized to make payment for services not to exceed \$45,000.00 from Repair and Maintenance Contracts account No. 430-0841-524-0-4601. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 1 day of September 2010.

APPROVED:



THOMAS A. MASTERS
MAYOR

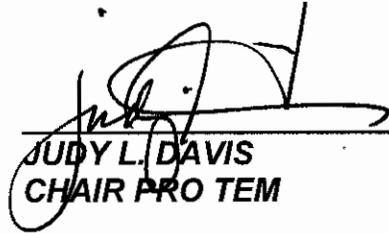


DAWN S. PARDO
CHAIRPERSON

ATTEST:



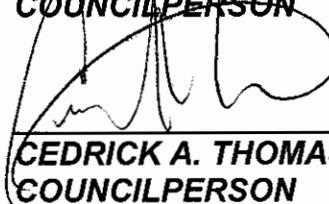
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



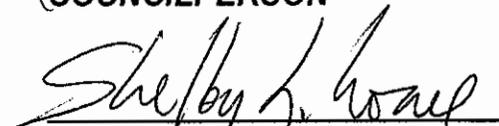
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/23/2010

**CITY OF RIVIERA BEACH
CONTRACT FOR LOT CLEARING AND CUTTING SERVICES**

This Contract is made as of this 1 day of September, 2010 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as "CITY", and DWL MANAGEMENT, LLC a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose Federal I.D. is 262-83-9426.

WHEREAS, the CITY posted an Invitation to Bid, to wit, Bid No.: 239-09 hereinafter the "Bid", for the supervision, personnel, labor, materials equipment, supplies and related services for lot clearing and cutting on an as needed basis throughout the City; and

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

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

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

ARTICLE 1 – SERVICES OF CONTRACTOR

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

The CITY'S representative/liaison during the performance of this Contract shall be Natalie Moore, Code Enforcement Administrator, whose telephone number is (561) 882-3508.

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in the Bid, without specific, prior approval of the City.
- B. Invoices - The CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed invoice which has been completed from the start of the job through completion of the job, together with such supporting evidence of the expenditures as required by this Contract. The CITY shall submit payment to CONTRACTOR within thirty (30) days of receipt of the invoice.

ARTICLE 4 – TERM OF CONTRACT

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

ARTICLE 5 - TERMINATION

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

period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a

determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

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

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

ARTICLE 8 – M/WBE PARTICIPATION

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

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

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

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 11 - INSURANCE

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

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

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

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

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 – VENUE

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

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 - NOTICE

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

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

and if sent to the CONTRACTOR shall be mailed to:

Darryl V. Wingate
955 33rd Street
Riviera Beach, FL 33407

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

ARTICLE 30 – INSPECTION OF WORK

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

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

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 38 - EXHIBITS

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

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Exhibits A and B. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Exhibits A and B. To the extent that there exists a conflict between this Contract and

Exhibits A and B, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 – SURVIVABILITY

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

ARTICLE 43 - DEFAULT

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

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

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

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

CITY OF RIVIERA BEACH

BY: Thomas A. Masters
THOMAS A. MASTERS,
MAYOR

DWL Management LLC

BY: Darryl V. Wingate
Darryl V. Wingate, President

ATTEST:

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

APPROVED AS TO TERMS AND
CONDITIONS

BY: Clarence D. Williams, III
Clarence D. Williams, III
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 8/23/2010

EXHIBIT "A"

SCOPE OF WORK

[Reports if Applicable]

[Key Personnel if Applicable]

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.

RESOLUTION NO. 100-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARING BID NO. 239-09 TO J.D. ANDERSON CONSTRUCTION, INC. OF RIVIERA BEACH, FL, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR BOARD UP AND SECURE SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT IN AN AMOUNT NOT TO EXCEED \$45,000.00, COMMENCING SEPTEMBER 2, 2010 FOR A PERIOD OF ONE YEAR; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM REPAIR AND MAINTENANCE CONTRACT ACCOUNT NO. 430-0841-524-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Purchasing Department solicited bids from professional contractors to provide board up and secure services for the City of Riviera Beach; and six (6) firms responded to the City's request; and

WHEREAS, The City Purchasing Department determined that J.D. Anderson Construction, Inc. of Riviera Beach, FL, was the lowest responsive and responsible bidder who met the specifications and requirements of the bid.

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

SECTION 1. The City Council hereby awards Bid No. 239-09 for board up and secure services to J.D. Anderson Construction, Inc.

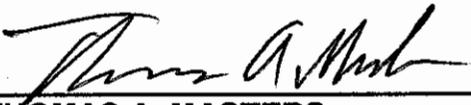
SECTION 2. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

SECTION 3. The Finance Director is hereby authorized to make payment from Repair and Maintenance Contract account No. 430-0841-524-0-4601. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 1 day of September 2010.

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APPROVED:



THOMAS A. MASTERS



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



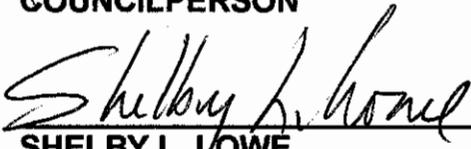
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/23/2010

CONTRACT FOR BOARDING AND SECURING STRUCTURES

This Contract is made as of this ___/___ day of September, 2010 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as "CITY", and JD Anderson Construction, Inc. a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose Federal I.D. is 26-4633176.

WHEREAS, the CITY posted an Invitation to Bid, to wit, Bid No.: 239-09, hereinafter the "Bid", for boarding and securing of structures on a _____ as needed basis throughout the City; and

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

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

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

ARTICLE 1 – SERVICES OF CONTRACTOR

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

The CITY'S representative/liaison during the performance of this Contract shall be Natalie Moore, whose telephone number is (561)82-3505.

ARTICLE 2 - SCHEDULE

- A. **Time of Completion** - All work must begin within fifteen (15) calendar days from the date of receipt of the Notice to Proceed issued by the CITY. All work shall be carried on at a rate to insure its full completion within the time specified on the individual work order authorizing such demolition, the rate of progress and time of completion being essential conditions of this Contract.

- B. **Deduction for not completing on time** - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "A". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in the Bid, without specific, prior approval of the City.

- B. **Invoices** - The CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed invoice which has been completed from the start of the job through completion of the job, together with such supporting evidence of the expenditures as required by this Contract. The CITY shall submit payment to CONTRACTOR within thirty (30) days of receipt of the invoice.

ARTICLE 4 - TERM OF CONTRACT

The term of the Contract shall be for two (2) years with an option to renew the contract for two (2) additional 12 month terms. The option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. Any additional renewals shall be approved and executed by the City Manager.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for

services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – M/WBE PARTICIPATION

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

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

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 11 - INSURANCE

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

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

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

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

ARTICLE 12 - INDEMNIFICATION

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

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

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in

connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract and 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 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 part 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, non-jury trial. Venue for any and all actions arising from and/or relating to the Contract shall be Palm Beach County, Florida.

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - MODIFICATIONS OF WORK

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

the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 28 - NOTICE

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

City of Riviera Beach
Attn: City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

J D Anderson Construction, Inc.
331 West 16th Way
Riviera Beach, FL 33404

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

ARTICLE 30 - INSPECTION OF WORK

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

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection.

Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 38 - EXHIBITS

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

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract and Exhibit A. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Exhibit A. To the extent that there exists a conflict between this Contract and Exhibit A, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 - SURVIVABILITY

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

ARTICLE 43 - DEFAULT

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

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

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

failure to operate legally.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF RIVIERA BEACH

JD ANDERSON CONSTRUCTION, INC.

BY: Thomas A. Masters
THOMAS A. MASTERS,
MAYOR

BY: Joseph Anderson
JOSEPH ANDERSON
PRESIDENT

ATTEST:

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

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
DANNY JONES
ASSISTANT CHIEF OF POLICE

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

Date: 8/24/2010

EXHIBIT "A"

SCOPE OF WORK

[Reports if Applicable]

[Key Personnel if Applicable]

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.

SUBMIT BID TO:

City of Riviera Beach Office of the City Clerk
600 W. Blue Heron Blvd., Suite 140
Riviera Beach, FL 33404
(561) 845-4180

CITY OF RIVIERA BEACH
PALM BEACH, FLORIDA
INVITATION FOR BID

Bidder Acknowledgment

GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF RIVIERA BEACH. THE CITY OF RIVIERA BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE CITY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the City of Riviera Beach upon debt or contract nor from a defaulter upon obligations to the City of Riviera Beach. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the City within the last three years, unless so noted in the bid documents.

2. TIE BIDS: In case of tie bids, the award will be made in the following preference:

**BIDDER WITHIN CITY LIMITS OF RIVIERA BEACH.
BIDDER WITHIN PALM BEACH COUNTY.
BIDDER WITHIN THE STATE OF FLORIDA.**

3. NO BID: If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."

4. BID WITHDRAWAL: No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

5. BID OPENING: Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Office of the City Clerk and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

BID WILL BE OPENED **OCTOBER 29, 2009 at 3:30 p.m.**
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE: **CITY OF RIVIERA BEACH BOARD
AND SECURE SERVICES**

BID NO. **239-09**

BUYER: **PAMELA DALEY (561) 845-4180**

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS
3.5% for payment within 30 days of receipt of invoice.

**IF BID EXCEEDS \$50,000,
BIDDER MUST PROVIDE
BID BOND OR CASHIERS
CHECK IN THE AMOUNT
OF 5% OF BID OR BID \$ N/A
WILL BE REJECTED**

TOTAL BID AMOUNT
\$ 1326.32

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER
26-4633176

DUN & BRADSTREET NUMBER
831547893

BIDDER NAME
JD Anderson Construction, Inc.

BIDDER MAILING ADDRESS/CITY/STATE/ZIP
**331 W. 16th Way
Riviera Beach, FL 33404**

AREA CODE TELEPHONE NO. CONTACT PERSON
561 856-9079 Joseph Anderson

FAX NO. INTERNET ADDRESS
561-844-3880


AUTHORIZED SIGNATURE (original in ink)

Joseph Anderson
TYPED NAME OF SIGNER

President
TITLE

made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and without collusion or fraud, I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

6. **ADDENDA TO BID:** The City reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of the City.

7. **ACCEPTANCE / REJECTION OF BIDS:** The City of Riviera Beach reserves the right to accept or to reject any or all bids and to make the award to that bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Riviera Beach also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award to delivery on time contracts of a similar nature or who is not in the position to perform properly under this award. The City of Riviera Beach reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Riviera Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

The Contract will be awarded to the lowest, most responsive and responsible bidder complying with all the provisions of the Invitation to Bid, provided the price is reasonable and it is in the best interest of the City to accept it. The Purchasing Director reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The Purchasing Director also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered in the evaluation of the bid:

The ability, capacity, and skill of the bidder to perform the service required.

Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.

The quality of performance of previous contracts or services.

The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or service.

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

The quality, availability, and adaptability of the supplies or services to the particular use required.

The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

Such other information as may be required or obtained.

8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

Vendors doing business with the City are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Procurement Ordinance 2412, Sect. 10-101. Minority owned businesses wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), the attached Public Entity crime Form should be fully executed, notarized and submitted with bid response once per calendar year. No award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 without receipt of the statement.

In compliance with Florida Statute (Section 287.087) attached form "Drug Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids/proposals which are equal with respect to price, quality and service are received by the City.

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of Riviera Beach for any terms and conditions not specifically stated in the invitation for Bid.

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.

9. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(s) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B. -** as specified in Special Instructions to bidder.

(c) **TIE BIDS:** The award on tie bids will be decided by the Director of the Purchasing Department in accordance with the provisions of the Procurement Code.

(d) **TAXES:** City of Riviera Beach is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxed required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest bid cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in

extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

- (g) **ORDERING:** The City of Riviera Beach reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the City of Riviera Beach reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the seller.

10. TERMINATION:

- (a) **FUND-OUT:** The City of Riviera Beach City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** If, in the opinion of the City of Riviera Beach, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the City reserves the right to cancel the Contract by means of written notification.
- (c) **CANCELLATION FOR CONVENIENCE:** The City reserves the right, at its option, to cancel this contract for any or no cause, for City convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the City Purchasing Director, be allowed direct termination expenses and fixed settlement costs which have become firm prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available the City Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.

- 11. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

- 12. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufacturing items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the City of Riviera Beach Risk Management Division, 600 W. Blue Heron Blvd., Riviera Beach, FL 33404. The MSDS must include the following information.

- (a) The chemical name and the common name of the toxic substance.

- (b) The hazards or other risks in the use of the toxic substance, including:

- 1. The potential for fire, explosion, corrosivity, and reactivity;
- 2. The known acute and chronic Health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
- 3. The primary routes of entry and symptoms of over-exposure.

- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

- (d) The emergency procedure for spills, fire, disposal, and first aid.

- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

13. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS:

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the City of Riviera Beach and such determination shall be final and binding upon all bidders.

Although the City of Riviera Beach provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the City for difference in price entailed in going to the next responsible bidder.

- 14. **SUBCONTRACTING:** If the vendor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information shall be submitted with bid response. The City of Riviera Beach reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. The City of Riviera Beach reserves the right to make determination as to the foregoing. Minority/Women Business Enterprise (M/WBE) and Riviera Beach Company, City of Riviera Beach Ordinance 2412 requirements shall have precedence in relation to any subcontracting submittals.

- 15. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 96 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.

- 16. **EEO STATEMENT:** The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore,

complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

17. **BID TABULATION:** Bidders desiring a copy of the bid tabulation of the invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

18. **BID FORMS:** All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

19. **POSTING OF BID TABULATIONS:** Bid tabulations, with recommended awards, will be posted, for review by interested parties, at the Purchasing Department prior to submission through the appropriate approval process, and will remain posted for a period of 72 hours. Failure to file a protest to the Director of Purchasing within the time prescribed in Section 8-101 of the City's Procurement Ordinance 2412 shall constitute a waiver of proceedings under the referenced City ordinance.

20. **MINORITY/WOMEN BUSINESS ENTERPRISE - CITY OF RIVIERA BEACH ORDINANCE #2412:** It is the policy of the City of Riviera Beach that Minority Business Enterprise (M/WBE) shall have the maximum opportunity to participate in the perform projects financed with City funds. Bidders are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made to hire Minority subcontractors, laborers, material men, etc (See Schedules 1 & 2).

21. **SELECTION PROCESS:** Notwithstanding any other provisions, preference shall be given in the selection process as follows:

(a) If there is a tie in bid amounts between a Riviera Beach company and one from another city, the Riviera Beach Company will be awarded the bid.

(b) If no Riviera Beach Company bids on a contract, preference will be given to Palm Beach County companies, the State of Florida and then out of state.

22. **OTHER QUALIFICATIONS:** The above preference criteria are based on the fact, that the company awarded the contract will have met all other qualifications necessary to provide the goods/services being bid. The qualifications include, but are not limited to:

- 1 - Experience
- 2 - References
- 3 - Insurance Requirements
- 4 - Bond (if necessary)
- 5 - The content of the bid

Failure to meet above qualifications and others as required by bid specifications will cause the bid to be rejected.

23. **BIDDERS RESPONSIBILITY:** Each bidder must, before submitting their bid, carefully examine and become familiar with this Invitation to Bid and all of its contents. Ignorance of the bid content and resulting contract will in no way relieve the Contractor of any of the obligations and responsibilities.

24. **PROTEST PROCEDURES:** Protest Procedures are provided in Article 8, Section 8-101 of City of Riviera Beach Procurement Ordinance No. 2412.

Protest must be addressed in writing to the Director of Purchasing. Identifying the protester, the solicitation and the basis for the protest and must be received by the Purchasing Department within six (6) calendar days of the award posting date. The protest is considered filed when it is received by the Purchasing Department.

Failure to file protest as outlined in the City's Procurement Ordinance shall constitute a waiver of proceedings under the City of Riviera Beach Ordinance 2412.

25. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City of Riviera Beach may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated or variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director or the City of Riviera Beach, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.

Bids which are determined by the City to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the City's determination of acceptable line item pricing, may be rejected by the City in accordance with established City procedures.

Disqualification of Bidders - Any of the following causes is considered sufficient to disqualify a Bidder and reject its proposal.

- 1. Interest by the same person in more than one bid.
- 2. Collusion among or between bidders.
- 3. Unbalanced bids; that are bids in which the price bid is out of all proportion to the other bids received.
- 4. Lack of responsibility on the part of the Bidders. (For example, no Bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with the City of Riviera Beach).
- 5. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any Bidder.
- 6. Substantial evidence of bad character or dishonesty.
- 7. Lack of current applicable certification and/or license for the purpose of performing the specified work.
- 8. History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
- 9. Any other cause which, as a matter of law renders the Bid non-responsive or non-responsible.

26. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.

27. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the City.

28. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in his letter the specific regulation which required an alteration. The City of Riviera Beach reserves the right to accept any such alteration, including any price

adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

- 29. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Riviera Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's business.
- 30. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of the City of Riviera Beach shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and City of Riviera Beach by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
- 31. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 32. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Purchasing Director.
- 33. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. Bidder must have a minimum of three years experience with similar projects. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence of evaluation is determined to indicate inability to perform. The Purchasing Director or the City reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the City immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.
- 34. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.
- 35. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
- 36. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be

invoiced there from and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that the City of Riviera Beach is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

- 37. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to obtain, at no additional cost to the City, any and all licenses and permits required to complete this contractual service.

A copy of the current licenses and certificate of competency shall be submitted with the bid and must be in the name of the vendor shown on the Bid Proposal.

- 38. **BID SECURITY AND PERFORMANCE BONDS**
Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Director of purchasing to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the City. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when then circumstances warrant in the opinion of the City Manager.

- 39. **AMOUNT OF BID SECURITY**
Bid security shall be in an amount equal to at least 5% of the amount of the bid.

- 40. **REJECTION OF BIDS FOR NONCOMPLIANCE WITH BID SECURITY REQUIREMENTS**
When the invitation for bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determine that the bid fails to comply only in a nonsubstantial manner with the security requirement.

- 41. **WARRANTY:** The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and /or warranty shall become effective on the date of delivery and acceptance by the City. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. **Warranties shall be indicated on the bid sheet or enclosed herewith.**

- 42. **TERMS AND CONDITIONS OF AGREEMENT:** An example of the agreement to be entered into with the successful bidder is available for review on the Purchasing Department web page at www.rivierabch.com.

- 43. **EXECUTION OF AGREEMENT:** The successful bidder shall, within ten (10) working days after notification of award by the City, enter into a contract with the City on forms as included within the Invitation to Bid documents for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

- 44. **SPECIAL CONDITIONS:** Any and all special conditions that may vary from these standard conditions shall have precedence.

- 45. **ADDITIONAL INFORMATION:** The entire chapter of the City of Riviera Beach Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Department by calling (561) 845-4180. You may also view and/or download the Request For Proposals, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Department, telephone directory, How to do Business with the City of Riviera Beach and Vendor Registration on the internet at : www.rivierabch.com.

**SCOPE OF WORK
BID NO. 239-09**

SCOPE OF WORK:

The City of Riviera Beach Purchasing Department is soliciting sealed bid proposals to enter into a term contract for board and secure security services for vacant structures within City limits. Services will be required on an as needed basis as requested by the City of Riviera Beach.

1. Purpose and Intent

The purpose of this Invitation to Bid is to secure a responsible contractor to enter into a two (2) year term contract, with two (2) twelve month renewals to provide board and secure services for vacant structures within City limits. Services will be required on an as needed basis as requested by the City of Riviera Beach.

The assignments result from violations of City ordinances by owners of property within the City; therefore, the work will be performed primarily on privately owned properties, not City-owned property. The buildings are boarded for safety reasons as well as to minimize criminal activity and help with the overall appearance of the community.

It is important the City contract with a reliable and experienced contractor. The City will check references to determine the most desirable contractor to assist in meeting the City's goals. The City does not select a contractor solely on low bid but will consider all factors.

Bids will be received until 3:30 p.m., October 29, 2009 at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. Bids will be opened and publicly read aloud in the Council Chambers on the specified date and time. No bids will be accepted after the time and date specified.

The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required.

2. Scope of Services

The work to be done under this contract includes, but is not limited to; providing all labor, materials, equipment, transportation, tools, supplies, supervision and related items necessary to complete this project in accordance with specifications and plans.

The Contractor agrees to complete the work request within five (5) working days from the date of the work request. If the work is not completed within five (5) working days, the City reserves the right to have the work performed by another contractor.

The Contractor will give the City priority when scheduling work assignments.

An act of God (rain, hurricane, fire, catastrophe or serious illness) or refusal of the property owner to allow the Contractor to enter on the property shall be the only acceptable reasons for the Contractor to refuse an assignment or shall be reason to grant an extension time to complete the assignment.

3. Assignments/Work Requests

The Code Enforcement Section representative will contact the Contractor and issue a Work Request. The Contractor may accompany Code Enforcement personnel to the site to agree upon the number of openings. The number of properties that need to be boarded varies from year to year.

The Work Request will specify the following:

1. Number of openings to be boarded;
2. Method of securing plywood to be used;
3. Other work to be completed.

NOTE: The average window opening is 36" x 48" and Contractor should base his bid price on the average size.

4. Contractors Additional Obligations

Upon arrival at a property where the Contractor observes that the work listed on the work request has been completed or is in the process of being performed, the Contractor must not enter upon the property and must immediately notify the Code Enforcement Section representative.

Furthermore, if the Contractor should encounter or observe any unusual circumstances or conditions, the Contractor must not enter upon the property and must notify the Code Enforcement representative prior to performing the assigned work.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches.

5. Term of Contract

The contract shall be for a period of two (2) years with the option to renew for two (2) additional twelve (12) month periods. Option to renew is at the sole discretion of the City. Any renewal will be subject to appropriation of funds by the City of Riviera Beach.

Unit prices can be negotiated with the Purchasing Director at the end of the two (2) year contract term period and may be adjusted according to the Consumer Price Index (CPI) not to exceed 3%.

Term Contract for Board & Secure Services

SPECIFICATIONS

Purpose: The purpose of these specifications is to define the acceptable method for boarding up and securing openings in vacant structures for the City of Riviera Beach. Services will be required on an as needed basis.

Scope of Work: In accordance with City Code and as specified herein, all openings accessible from ground level in vacant buildings or structures shall be boarded. Openings accessible from ground level shall include any openings to floors above the ground level floor that can be reached by stairs, other structural features or proximate landscaping. All windows, doors, window air conditioner openings, and all other external wall openings shall be covered and secured in accordance with the method of securing material and process.

Materials: Materials:

- 1) All exterior wall openings shall be covered with exterior grade plywood with a minimum thickness of 5/8" nominal or its equivalent.
- 2) All Cross members and bracing shall be 2" x 4" lumbar. Each cross member shall be a continuous piece of sufficient length to extend 6" past the opening in each direction.
- 3) Hardware shall consist of 3/8" diameter plated carriage bolts of sufficient length to secure the outer plywood panel with the 2" x 4" bracing. Bolts are secured to wood by using (1) 1/2" ID zinc plated flat washer on the exterior side/ and (1) 3/8" Id zinc plated flat washer and (1) nylon locking nut on the interior side.

Method of Securing Material and Process Requirements:

- 1) Plywood is secured in place by using 2" x 4" cross members (bracing) on the interior side of the opening. The cross members shall be of appropriate length to extend at a minimum six (6") inches past the opening. Each cross member shall be secured to the plywood with a minimum of two (2) carriage bolts with appropriate washers and locking nut. Carriage bolts go thru the 2" thick dimension of the 2" x 4" lumber. Then hole in the exterior flat washer is 1/2" ID at allow the insertion of the square underside of the carriage bolt to enter the washer and drilled hole.
- 2) Each opening shall require a minimum of two (2) cross members. Depending on the size of the opening, additional cross members may be required. City of Riviera Beach personnel shall approve the number of cross members used.

Workmanship:

- 1) Windows: Bolts and nuts used to secure the cross member to the plywood must be tightened enough to slightly deflect the wood. Bolt heads just fit tightly against the wood so as not to allow a gap for pry bar on pliers.
- 2) Exterior Doors: Exterior doors shall be boarded and fitted to the entry doorjamb with a maximum of 1/8" clearance from each edge. The existing door shall be removed and stored inside the building.

- 3) All wall conditioning units during the course of the board-up secure operation.

Painting of Plywood:

- 1) All exposed surfaces of plywood and bracing (if applicable) shall be painted with good quality paint and using good application practices in a color the same as the painted exterior walls of the building or off-white when exterior walls are of natural material, such as brick or stone.

Any and all damage due to negligence of the Contractor shall be repaired or replaced according to City code requirements. This includes damaged or broken water lines, curbs, sidewalks, and street. All costs for the repair or replacement will be borne by the Contractor. Payment for services may be withheld or deductions made until repairs and/or corrections can be made.

Photographs:

It is a requirement that the contractor take before and after pictures of every structure assigned. The pictures must be submitted with the invoice. This requirement is imperative and no invoice will be paid without photographs showing the before and after of each structure. An instant camera photograph is acceptable.

RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

Contractor shall assume full responsibility for damage to City property caused by Contractor's employees or equipment as determined by designated City personnel.

Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

Contractor shall provide competent workers and competent supervision.

Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

Contractor shall perform work without unnecessarily interfering with City activities.

Contractor shall obtain all necessary permits and inspections required for the work to perform and shall pay all charges incidental thereto.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: Any encounter with dangerous conditions or unusual situations shall be reported to the Purchasing Director (Benjamin Guy) at 561-845-4180.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the CONTRACTOR, at no cost to the City. All incidents of damage by the CONTRACTOR and any discoveries of damage shall be reported to the City Contact Person.

SAMPLES

Contractor shall also provide a written work plan and timeline for the proposed job. The City may either (a) accept the work plan, timeline, or issue the Contractor a purchase order to proceed, (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment in the written estimate. The City reserves the right to either accept such price or to reject it and request a lower price from Contractor. Both parties must be in agreement regarding such price before the City provides authorization to proceed.

Work shall be performed 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise authorized by the Purchasing Director.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

**SPECIAL TERMS AND CONDITIONS
BID NO. 239-09**

1. AWARD CRITERIA:

Awards will be made to the two (2) lowest, responsive and responsible bidders. It is the intent of the City to place orders with the lowest priced responsive and responsible bidder. The City reserves the right to place orders with the second lowest bidder in the event of an urgent, immediate need, and/or if delivery time and availability of service as requested cannot be met by the lowest priced contractor at the time of need.

The City reserves the right to make multiple awards, award by groups, types or categories, item by item or lump sum total, whichever may be in the best interest of the City.

2. LOCAL PREFERENCE (NON-CONSTRUCTION BIDS):

In accordance with the City of Riviera Beach local Preference Ordinance, a preference will be given to Bidders having a permanent place of business in the City of Riviera Beach. Local preference means that if the lowest responsive, responsible Bidder does not have a business within the boundaries of the City of Riviera Beach, then all bids received from responsive, responsible local Bidders are decreased by 10%. The original bid amount is not changed; the 10% decrease is calculated only for the purposes of determining local preference.

To receive a local preference, a Bidder must have a permanent place of business in existence prior to the City's issuance of this Invitation for Bid. A permanent place of business means that the Bidder's headquarters is located in the City of Riviera Beach; or, the Bidder has a permanent office of other site in the City of Riviera Beach where the Bidder will produce a substantial portion of the goods or services to be purchased.

A valid occupational license issued by the City of Riviera Beach Occupational License Department will be used to verify that the Bidder had a permanent place of business prior to the issuance of the Invitation for Bids. Please note that the name and address on the occupational license must be the same name and address that is included in the bid submitted to the City of Riviera Beach. A City of Riviera Beach occupational license is required unless specifically exempted by law. In lieu of a City of Riviera Beach occupational license, the current occupational license issued to the Bidder should be included in the response.

The Bidder must submit the attached "Certification of Business Location" along with a copy of the Bidder's occupational license at the time of bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. The City of Riviera Beach may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

The ranking of responsive Bidder pursuant to the SBE Ordinance which results in an award to a Bidder in compliance with the Ordinance shall not be re-ordered by the provisions of the Local Preference Ordinance to the extent that the application of local preference would result in an award to a non SBE firm

3. FURTHER INFORMATION:

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Pamela Daley, Senior Procurement Specialist at (561) 845-4180.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with Code Enforcement Administrator (Natalie Moore) before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Department.

4. INSURANCE REQUIREMENTS:

Prior to commencing any work under a contract, the Contractor shall provide evidence of the following insurance coverage and endorsements.

- (a) Workers Compensation and Employers Liability coverage applying to all employees for the statutory limits in compliance with applicable State and Federal laws. Coverage must include employer's liability with a minimum limit of \$1,000,000 each accident.
- (b) Business Auto Policy, or similar form, shall have minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.
- (c) Commercial General Liability, or similar form, shall have minimum limits of \$1,000,000 per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed.

A signed Certificate or Certificates of Insurance, evidencing that required insurance have been procured by Contractor in the types and amounts required, shall be submitted to the Purchasing Department.

Except for Workers Compensation and Employers Liability, Certificates of Insurance shall clearly evidence that an endorsement was made to include the City of Riviera, Florida, its agents, employees and elected officials as additional insured. Required insurance shall support Contractor's agreement of indemnity set forth above and shall so state in said certificate. Further, said certificate of insurance shall unequivocally provide for a thirty (30) days written notice to the City prior to any adverse change and/or cancellation or non-renewal of coverage. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage.

In the event that the statutory liability of the City is amended during the term of the contract to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

It shall be the responsibility of the Contractor that its subcontractors comply with the same insurance requirements referenced above.

5. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, 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, servants, officers, or employees are alleged to be liable. Nothing contained in this provision 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.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description covered by Section 6.1 above which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

6. PAYMENT/PERFORMANCE BOND:

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount. For any bid excess of \$50,000.00

7. PERMITS AND FEES:

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements.

8. SUBCONTRACTING:

After award and prior to start of work the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the Purchasing Director or Purchasing Designee.

9. CODE REQUIREMENTS:

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

10. CONDUCT OF EMPLOYEES:

All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

11. SUPERVISION AND INSPECTIONS:

The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed. The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

12. INVOICING:

Contractor shall present an invoice to the City upon completion of each work request. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

13. NON-COLLUSION STATEMENT:

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Contractor, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

14. PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

Except as may be approved by the Purchasing Director (Benjamin Guy), the following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Purchasing Director (Benjamin Guy) may be reached at (561) 845-4180.

15. EQUIPMENT AND PERSONNEL:

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

16. CONTRACT:

The Purchasing Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the City standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the Purchasing Director or Purchasing Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Purchasing Director or Purchasing Designee.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

Note: Contractors are required to obtain and maintain active service for the following equipment: fax machine, pager, or cellular phone (see equipment requirements).

17. CONTRACT AMOUNT

Prices quoted in the bid will be considered firm for each type work to be performed.

18. PROTECTION OF PROPERTY

The Contractor shall at all time guard against damage or loss to the property of the City of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City of Riviera Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

19. INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the City's Code Enforcement Administrator, Natalie Moore or her designee.

20. PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number.

Contractor shall present an invoice to the City upon completion of each work request. Invoices shall be itemized consistent with the work request and shall show property location/address, work request number, date completed and charges.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following check list:

- Bidder's Certification Page Signed and Notarized
- Invitation to Bid Cost Proposal, including Unit Price and Total price completed. Total Amount of Bid Entered on Invitation to Bid Cover Sheet.
- Bid Envelope prepared as specified
- It is the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid.

ATTACHMENT "A"

REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

- 1) *BID COST PROPOSAL SHEET*
- 2) *BIDDER'S CERTIFICATION*
- 3) *ADDENDUM PAGE*
- 4) *REFERENCES*
- 5) *DRUG FREE WORKPLACE*
- 6) *PUBLIC ENTITY CRIMES STATEMENT*
- 7) *SCHEDULE 1 – PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS*
- 8) *SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY SUB- CONTRACTOR*
- 9) *STATEMENT OF NO BID*
- 10) *BID BOND*

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.



BID COST PROPOSAL SHEET
(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 239-09

Term Contract for Board & Secure Services

BID PROPOSAL

	Flat Rate per Opening
1. Window opening, average size 36"W x 48"H	\$ <u>97.53</u>
2. Window opening, smaller size 36"W x 48"H	\$ <u>81.53</u>
3. Window opening, larger size 36"W x 48"H	\$ <u>122.78</u>
4. Exterior door opening	\$ <u>116.03</u>
5. Garage opening, 9' W x 7' H (single)	\$ <u>215.45</u>
6. Garage opening, 16' W x 7' H (double)	\$ <u>262.11</u>
7. Single awning type window	\$ <u>87.27</u>
8. Window A/C cutout	\$ <u>81.53</u>
9. Double picture window	\$ <u>135.05</u>
10. Sliding glass door, standard opening	\$ <u>127.04</u>

Other Related Costs

Proposer shall list all other cost related to securing services which may not be outlined above; or be outside the listed services (i.e. oversized apertures, special conditions, etc.) and the method of pricing:

See Attached Explanations

Window Opening, average size 36"W X 48"H	Amount
Plywood 4X8X 5/8 inch CDX grade	\$15.88
Two 2X4X8 (\$2.95 each)	\$5.90
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 1.00 hr	\$37.00
4 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$6.80
4 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.52
4 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.12
4 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.16
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$97.53
3.5% Discount for payment within 30 days of receipt of invoice.	\$3.41

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure window opening and add specifications listed in Bid Documents
- 4) Cut plywood to specifications
- 5) Cut 2X4X8 to specifications
- 6) Drill holes for Carriage Bolts
- 7) Install plywood and afix to 2X4 and fasten washers & bolts
- 8) Paint exposed plywood with good quality paint to match building
- 9) Remove excess debris
- 10) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Window Opening, smaller size 36"W X 48"H	Amount
Plywood 4X8X 5/8 inch CDX grade	\$15.88
One 2X4X8 (\$2.95 each)	\$2.95
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X .75 hr	\$27.75
2 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$3.40
2 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.26
2 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.06
2 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.08
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$81.53
3.5% Discount for payment within 30 days of receipt of invoice.	\$2.85

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure window opening and add specifications listed in Bid Documents

- 4) Cut plywood to specifications
- 5) Cut 2X4X8 to specifications
- 6) Drill holes for Carriage Bolts
- 7) Install plywood and affix to 2X4 and fasten washers & bolts

- 8) Paint exposed plywood with good quality paint to match building

- 9) Remove excess debris
- 10) Take photographs of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Window Opening, larger size 36"W X 48"H	Amount
Plywood 4X8X 5/8 inch CDX grade	\$15.88
Three 2X4X8 (\$2.95 each)	\$8.85
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 1.5 hr	\$55.50
6 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$10.20
6 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.78
6 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.18
6 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.24
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$122.78
3.5% Discount for payment within 30 days of receipt of invoice.	\$4.30

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure window opening and add specifications listed in Bid Documents
- 4) Cut plywood to specifications
- 5) Cut 2X4X8 to specifications
- 6) Drill holes for Carriage Bolts
- 7) Install plywood and afix to 2X4 and fasten washers & bolts
- 8) Paint exposed plywood with good quality paint to match building
- 9) Remove excess debris
- 10) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Exterior door opening 36"W X 80" H	Amount
Plywood 4X8X 5/8 inch CDX grade	\$15.88
Two 2X4X8 (\$2.95 each)	\$5.90
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 1.25 hrs	\$55.50
4 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$6.80
4 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.52
4 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.12
4 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.16
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$116.03
3.5% Discount for payment within 30 days of receipt of invoice.	\$4.06

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Remove door

- 4) Measure door opening and add specifications listed in Bid Documents
- 5) Cut plywood to specifications
- 6) Cut 2X4X8 to specifications
- 7) Drill holes for Carriage Bolts

- 8) Install plywood and afix to 2X4 and fasten washers & bolts

- 9) Paint exposed plywood with good quality paint to match building
- 10) Remove excess debris
- 11) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Garage opening, 9' W X 7' H Single	Amount
3 Plywood 4X8X 5/8 inch CDX grade	\$47.64
Tapcons 1/4 x 2 3/4 (\$17.68/100 = \$.18 X 61)	\$10.98
Two 2X4X10 PT (\$4.23 each)	\$8.46
Two 2X4X8 PT (\$3.16 each)	\$6.32
Two 2X4X8 (\$2.95 each)	\$5.90
1 gallon paint	\$25.00
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 2.5 hrs	\$92.50
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$215.45
3.5% Discount for payment within 30 days of receipt of invoice.	\$7.54

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure garage opening and add specifications listed in Bid Documents
- 4) Cut 2X4's to specifications
- 5) Frame garage door opening
- 6) Cut plywood
- 7) Drill holes for tapcons
- 8) Install and fasten plywood to opening with tapcons
- 9) Paint exposed plywood with good quality paint to match building
- 10) Remove excess debris
- 11) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Garage opening, 16' W X 7' H Double	Amount
4 Plywood 4X8X 5/8 inch CDX grade	\$63.52
Tapcons 1/4 x 2 3/4 (\$17.68/100 = \$.18 X 61)	\$10.98
Two 2X4X16 PT (\$7.42 each)	\$14.84
Two 2X4X8 PT (\$3.16 each)	\$6.32
Four 2X4X8 (\$2.95 each)	\$11.80
1 gallon paint	\$25.00
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 3 hrs	\$111.00
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$262.11
3.5% Discount for payment within 30 days of receipt of invoice.	\$9.17

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure garage opening and add specifications listed in Bid Documents

- 4) Cut 2X4's to specifications
- 5) Frame garage door opening
- 6) Cut plywood
- 7) Drill holes for tapcons

- 8) Install and fasten plywood to opening with tapcons

- 9) Paint exposed plywood with good quality paint to match building
- 10) Remove excess debris
- 11) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Single awning type window 37" x 38 3/8"	Amount
Plywood 4X8X 5/8 Inch CDX grade	\$15.88
Tex Screws	\$3.24
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 1.00 hr	\$37.00
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$87.27
3.5% Discount for payment within 30 days of receipt of invoice.	\$3.05

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure window opening and add specifications listed in Bid Documents
- 4) Cut plywood to specifications
- 5) Install and fasten plywood to opening with Tex Screws
- 6) Remove excess debris
- 7) Take photographys of completed work

Note - Price and procedure if window is not broken. If broken the procedure would be the same as 36"W X 48"H.

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Window A/C cutout 25" X 12"	Amount
Plywood 4X8X 5/8 inch CDX grade	\$15.88
One 2X4X8 (\$2.95 each)	\$2.95
2 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$3.40
2 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.26
2 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.06
2 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.08
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X .75 min	\$27.75
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$81.53
3.5% Discount for payment within 30 days of receipt of invoice.	\$2.85

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Remove A/C unit

- 4) Measure window opening and add specifications listed in Bid Documents.
- 5) Cut plywood to specifications
- 6) Cut 2X4X8 to specifications
- 7) Drill holes for Carriage Bolts

- 8) Install plywood and afix to 2X4 and fasten washers & bolts

- 9) Paint exposed plywood with good quality paint to match building
- 10) Remove excess debris
- 11) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Window Opening, double picture window	Amount
2 Plywood 4X8X 5/8 inch CDX grade	\$31.76
Two 2X4X12 (\$4.52 each)	\$9.04
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 1.5 hr	\$55.50
4 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$6.80
4 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.52
4 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.12
4 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.16
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$135.05
3.5% Discount for payment within 30 days of receipt of invoice.	\$4.73

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Measure window opening and add specifications listed in Bid Documents

- 4) Cut plywood to specifications
- 5) Cut 2X4X8 to specifications
- 6) Drill holes for Carriage Bolts
- 7) Install plywood and afix to 2X4 and fasten washers & bolts

- 8) Paint exposed plywood with good quality paint to match building

- 9) Remove excess debris
- 10) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

Slidling glass doors	Amount
2 Plywood 4X8X 5/8 inch CDX grade	\$20.14
Three 2X4X8 (\$2.95 each)	\$8.85
Quart of paint	\$12.50
Labor \$37 per hour (Carpenter \$25 + Labor \$12) X 1.5 hr	\$55.50
6 Carriage Bolts 3/8"-16 X 10 (\$42.60 per box with 25 bolts) \$1.70 per bolt	\$10.20
6 1/2 " ID Zinc plated flat washer (\$6.39 per box with 50 washers per box) \$.13 per washer	\$0.78
6 3/8" ID Zinc plated flat washer (\$2.66 per box with 100 washers per box) \$.03 per washer	\$0.18
6 3/8"-16 nylon locking nuts (\$4.26 per box with 100 per box) \$.04	\$0.24
Pictures	\$8.65
Transportation (Pick-up and delivery)	\$10.00
Total	\$127.04
3.5% Discount for payment within 30 days of receipt of invoice.	\$4.45

- 1) Take digital picture of opening prior to commencing work
- 2) Remove any debris blocking opening
- 3) Remove sliding glass doors
- 4) Measure window opening and add specifications listed in Bid Documents
- 5) Cut plywood to specifications
- 6) Cut 2X4X8 to specifications
- 7) Drill holes for Carriage Bolts
- 8) Install plywood and afix to 2X4 and fasten washers & bolts
- 9) Paint exposed plywood with good quality paint to match building
- 10) Remove excess debris
- 11) Take photographys of completed work

JD Anderson Construction, Inc
Joseph Anderson
BID No. 239-09

BID COST PROPOSAL SHEET
(To Be Completed By the Bidder)
Page 2
INVITATION FOR BID (IFB) # 239-09

Term Contract for Board & Secure Services

Company: JD Anderson Construction, Inc. Federal ID #: 26-4633176 Required

Authorized By: Joseph Anderson President
Signature Print Name Title

Address: 331 W. 16th Way Riviera Beach, FL 33404
Street City, State Zip Code

Telephone: (561) 856-9079 Fax: (561) 844-3880

E-Mail Address: jdandersonconst@aol.com

Name of Supervisor that would be assigned to this contract: Joseph Anderson

Telephone: (561) 856-9079 Cell Phone: _____

Number of Years in Business: 6 mo. Number of Full Time Employees: 2

State of Incorporation: Florida

Full name and titles of persons or parties as principals of your company:

Joseph Anderson-President KaShamba Miller-Vice President

State License Number*: CBC1257604 County License Number*: _____

City License Number*: 01283 License Type*: Building Contractor

*Attach copies of all applicable licenses.

Are you a Certified Small Business with the State of Florida? No
If so, attach a copy of your certification.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JD Anderson Construction, Inc.
NAME OF BUSINESS

jdandersonconst@aol.com
E-MAIL ADDRESS

BY:
Joseph Anderson
SIGNATURE

Sworn to and subscribed before me this 10th day of Nov, 2009.

Joseph Anderson President
PRINTED NAME AND TITLE

Tracey Powell
SIGNATURE OF NOTARY

331 W. 16th Way
MAILING ADDRESS

MY COMMISSION EXPIRES: Jan 31, 2012

Riviera Beach, FL 33404
CITY, STATE, ZIP CODE

PERSONALLY KNOWN _____

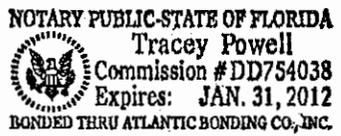
561-856-9079
TELEPHONE NUMBER

OR PRODUCED _____

561-844-3880
FAX NUMBER

IDENTIFICATION

TYPE: D/L# A536484704620



ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. I Dated October 26, 2009

Addendum No. II Dated October 26, 2009

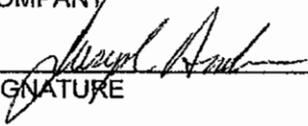
Addendum No. III Dated November 3, 2009

Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

JD Anderson Construction, Inc.

COMPANY



SIGNATURE

President

TITLE

REFERENCES

Proposer shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Additionally, contractors should submit a copy of their professional license as required by paragraph 38 of the General Terms and Conditions of the BID.

Name: Randolph & Dewdney Construction, Inc.

Name: HMB Enterprise, LLC

Address: 1191 N. Fed. Hwy. Ste. #1 Delray Bch, I

Address: 2642 Greywall Ave Ocoee, FL 34761

Tel. No.: (561) 276-2889

Tel. No.: (321) 765-4111

Fax No (561) 279-4885

Fax No.: N/A

Email: rdcincorp@aol.com

Email: N/A

Contact: Dwayne Randolph

Contact: Harry Bailey

Name: Pinkney Stucco Company

Name: Fred Brown (Brown Remodeling)

Address: 1417 W. 23rd St. Riv. Bch., FL 33404

Address: 600 W. 35th Street, Riviera Beach, 33404

Tel. No.: (561) 315-3417

Tel. No.: (561) 543-8476

Fax No (561) 842-5164

Fax No.: (561) 845-8778

Email: N/A

Email: fab34c@aol.com

Contact: Charles Pinkney

Contact: Fred Brown

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

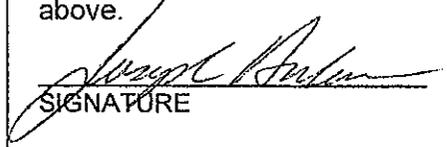
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 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 893 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 form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Joseph Anderson the
(INDIVIDUAL'S NAME)

President of JD Anderson Construction, Inc.
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

11/06/2009
DATE

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: City of Riviera Beach Board and Secure Services BID/RFP NUMBER: 239-09
 NAME OF PRIME BIDDER: JD Anderson Construction, Inc. BID OPENING DATE: October 29, 2009
 CONTACT PERSON: Joseph Anderson TELEPHONE NO. 561-856-9079 DEPARTMENT: _____

CONTRACT AMOUNT - MBE / WBE

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CONTRACT AMOUNT - MBE / WBE			
		BLACK	HISPANIC	OTHER	WOMEN
1. <u>JD Anderson Construction, Inc. 331 W. 16th Way Riv. Bch. FL</u>	<u>Board & secure openings in vacant structures.</u>	\$ _____	\$ _____	\$ _____	\$ _____
2. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____
5. _____	_____	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL: \$ _____ \$ _____ \$ _____ \$ _____

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ 1326.32 TOTAL % PARTICIPATION: 100

SCH-1

JD Anderson Construction Inc.

N/A

STATEMENT OF NO BID

BID NO. # 239-09

If you are not bidding on this service/commodity, please complete this form and return to: City of Riviera Beach Purchasing Department, 2391 Avenue "L", Riviera Beach, Florida 33404.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Riviera Beach.

COMPANY NAME: _____

MINORITY OWNED BUSINESSES

ADDRESS: _____

- BLACK
- HISPANIC
- WOMEN

TELEPHONE: N/A _____

SIGNATURE: _____

DATE: _____

We the undersigned have declined to bid on your Bid No. _____ for _____ because of the following reasons:

(Service/Commodity)

_____ SPECIFICATIONS TOO "TIGHT", i.e., GEARED TOWARD BRAND OR MANUFACTURER ONLY (EXPLAIN BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

N/A _____ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

_____ UNABLE TO MEET SPECIFICATIONS

_____ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

_____ OTHER (SPECIFY BELOW)

REMARKS:

N/A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we N/A

as Principal, hereinafter called the Principal, and _____

a corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

as Oblige, hereinafter called the Oblige, in the sum of N/A

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for N/A (project)

NOW, THEREFORE, if the Oblige shall accept the bid of the principal and the Principal shall enter into a Contract with Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of November, 2009.

Witnesses: N/A

Principal _____ (seal)

By: N/A (Title)

For: _____ (Surety) (seal)

By: _____

Tracey Powell
NOTARY PUBLIC-STATE OF FLORIDA
Tracey Powell
Commission #DD754038
Expires: JAN. 31, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTICE

ADDENDUM NO. ONE (1)

October 26, 2009

**CITY OF RIVIERA BEACH
BID NO 239-09
BOARD AND SECURE SERVICES**

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

- I. **CHANGE:** BID OPENING DATE AND TIME FROM THURSDAY, OCTOBER 29, 2009 AT 3:30 PM TO FRIDAY, NOVEMBER 6, 2009 AT 3:30 PM.

SPECIFICATION: REMOVE: PAGE 10 AND PAGE 11, (SPECIFICATIONS) REPLACE: WITH PAGE 10 AND PAGE 11, (SPECIFICATIONS).

PLANSHEETS:

NOTICE

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Friday, November 6, 2009 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this BID, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

JD Anderson Construction, Inc.
NAME OF COMPANY


BIDDER'S SIGNATURE

DATE: 11/06/2009

NOTICE

ADDENDUM NO. TWO (2)

October 26, 2009

**CITY OF RIVIERA BEACH
BID NO 239-09
BOARD AND SECURE SERVICES**

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

**SPECIFICATION: REMOVE: PAGE 20 AND PAGE 21, (BID COST PROPOSAL SHEET)
REPLACE: WITH PAGE 20 AND PAGE 21, (BID COST PROPOSAL SHEET).**

PLANSHEETS:

NOTICE

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Friday, November 6, 2009 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this BID, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

JD Anderson Construction, Inc.
NAME OF COMPANY


BIDDER'S SIGNATURE

DATE: 11/06/2009

NOTICE

ADDENDUM NO. THREE(3)

November 3, 2009

**CITY OF RIVIERA BEACH
BID NO 239-09
BOARD AND SECURE SERVICES**

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL CONDITIONS:

**SPECIFICATION: REMOVE: PAGE 20 AND PAGE 21, (BID COST PROPOSAL SHEET)
REPLACE: WITH PAGE 20 AND PAGE 21, (BID COST PROPOSAL SHEET).**

PLANSHEETS:

NOTICE

It will be required that Addendum No. 3 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Friday, November 6, 2009 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this BID, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

JD Anderson Construction, Inc.
NAME OF COMPANY


BIDDER'S SIGNATURE

DATE: 11/06/2009

RESOLUTION NO. 101-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF PATRICK J. GALLIGAN, ET AL., CLASS REPRESENTATIVE, PLAINTIFF VS. THE CITY OF RIVIERA BEACH, THE CITY OF RIVIERA BEACH POLICE DEPARTMENT, CHIEF JERRY POREBA, JERRY POREBA, INDIVIDUALLY, DEFENDANTS, CASE NO.: CL 98-04288-AH, IN THE TOTAL AMOUNT OF \$315,000 AS COMPLETE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Patrick Galligan, on behalf of 66 police officers, brought a class action lawsuit against the City of Riviera Beach, Riviera Beach Police Department and Chief of Police Jerry Poreba, alleging that the City violated state and federal wiretapping laws when it installed video surveillance equipment in the ceiling of the lineup room at the Riviera Beach Police Department and recorded both audio and video of employees; and

WHEREAS, during 12 years of litigation the City has been able to reduce the class size from 66 to 33 individuals; and

WHEREAS, the parties have agreed to a proposed settlement in the total amount of \$315,000 of which \$165,000 will be paid for costs and attorney fees with the remainder (\$150,000) to be paid to the 33 class members.

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 *Patrick J. Galligan, et al., Class Representative, Plaintiff, vs. The City of Riviera Beach, The City of Riviera Beach Police Department, Chief Jerry Poreba, Jerry Poreba, individually, Defendants, Case No.: CL 98-04288-AH*, is hereby approved in the total amount of \$315,000, which includes attorney's fees and costs and payment to 33 class members.

SECTION 2. That AIG Insurance Company and Gallagher Bassett Services are authorized to make payment on behalf of the City, after receiving a general release from Plaintiffs' counsel on behalf of the Class.

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

PASSED and APPROVED this 1 day of September, 2010.

RESOLUTION NO.: 101-10
PAGE -2-

APPROVED:



THOMAS A. MASTERS
MAYOR

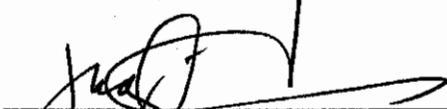


DAWN S. PARDO
CHAIRPERSON

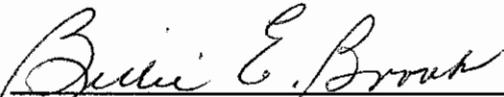
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



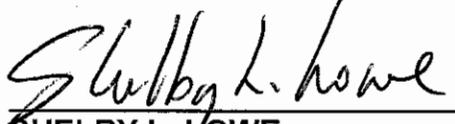
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

D. PARDO AYE

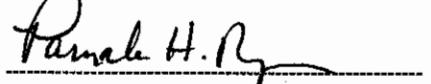
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/23/10

RESOLUTION NO. 102-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE TRANSFER OF THE BUSINESS TAX RECEIPT PERSONNEL AND ACTIVITIES OF COMMUNITY DEVELOPMENT DEPARTMENT TO THE FINANCE DEPARTMENT, BILLING AND COLLECTIONS DIVISION; AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE COMMUNITY DEVELOPMENT AND FINANCE DEPARTMENTS' FY2009/2010 BUDGETS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach seeks to consolidate functions and activities in order to improve efficiency and reduce costs; and

WHEREAS, the City has conducted an analysis to transfer the business tax receipts activities from Community Development Department to Billing & Collections Division, Finance Department, and found that cost savings and an improvement in revenue collection could be derived;

WHEREAS, the City recognizes that the functions of billing and revenue collection are core competencies of the Billing & Collections division, therefore, the transfer of business tax receipt activities to Billing & Collection would also improve the processes and services offered to customers.

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

SECTION 1. The Human Resources Director is authorized to transfer the two Occupational License Specialist positions from Community Development, Planning and Zoning Division to Finance Department, Billing & Collection Division with an effective date of February 1, 2010.

RESOLUTION NO. 102-10
Page 2

SECTION 2. The Finance Director is authorized to amend the Community Development and Finance Departments' FY 2009/2010 budgets to reflect the salaries, benefits, and operating expenses associated with business tax receipts for the period February 1 to September 30, 2010 in the following manner:

<u>A/C NAME</u>	<u>FROM A/C NO.</u>	<u>AMOUNT</u>	<u>TO A/C NO.</u>	<u>AMOUNT</u>
Regular Salaries	001-0714-515-0-1201	(\$49,638)	001-0308-513-0-1201	\$49,638
FICA Taxes	001-0714-515-0-1401	(3,797)	001-0308-513-0-1401	3,797
Health Insurance	001-0714-515-0-1403	(12,115)	001-0308-513-0-1403	12,115
Life Insurance	001-0714-515-0-1404	(108)	001-0308-513-0-1404	108
Personal Services	001-0714-515-0-3404	(691)	001-0308-513-0-3404	691
General Insurance	001-0714-515-0-4501	(5,411)	001-0308-513-0-4501	5,411
Printing and Binding	001-0714-515-0-4704	(1,500)	001-0308-513-0-4201	1,500
Printing and Binding	001-0714-515-0-4704	(2,000)	001-0308-513-0-4704	2,000
Stationary Supplies	001-0714-515-0-5101	(909)	001-0308-513-0-5101	909
Operating Supplies	001-0714-515-0-5201	(504)	001-0308-513-0-5201	504
Employee Dev.	001-0714-515-0-5403	(190)	001-0308-513-0-5403	190
	GRAND TOTAL	(\$76,865)		\$76,865

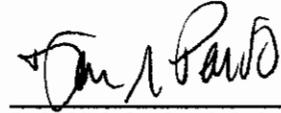
SECTION 3. This Resolution shall take effect February 1, 2010, the date the Finance Department assumed the operations of the Business Tax Receipt personnel and activities.

PASSED AND APPROVED this 1 day September, 2010.

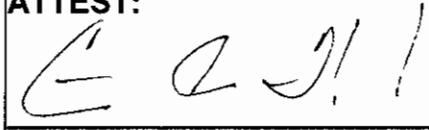
RESOLUTION NO. 102-10
PAGE 3

APPROVED:


THOMAS A. MASTERS
MAYOR

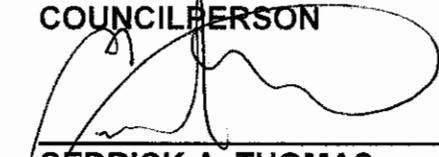

DAWN S. PARDO
CHAIRPERSON

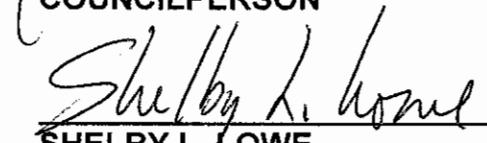
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

D. PARDO AYE

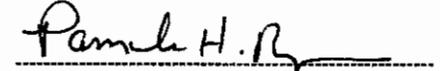
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/25/10

RESOLUTION NO. 103-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND WILLIAMS SCOTSMAN, INC. FOR THE PURCHASE OF A 60x24 FOOT SECTION MODULAR UNIT IN THE AMOUNT OF \$72,134 BY PIGGYBACKING ON PRICING FROM THE COOPERATIVE PURCHASING NETWORK CONTRACT R4637; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING AN ADDITIONAL \$25,000 FOR OTHER PROJECT-RELATED COSTS WITH PAYMENT TO BE MADE FROM THE CAPITAL ACQUISITION FUND ACCOUNT NUMBER 310-0243-519-0-6455; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several Information Technology (IT) staff members had office space within the Police Server Room and complained to City management about the high level of noise and heat; and

WHEREAS, IT staff, which is currently located in several campus and offsite buildings, would like to maximize its efficiency and productivity, and better serve IT customers by working in close proximity to each other; and

WHEREAS, City Management met to review several alternatives to address IT staff's health and welfare concerns and request for a common work area; and

WHEREAS, the City Management agreed that the purchase of a 60x24 foot section modular unit would address IT staff's concerns and provide its customers with a better level of service; and

WHEREAS, staff is able to secure competitive pricing for this section modular unit by piggybacking from TCPN contract #R4637; and

WHEREAS, the City will use the Capital Acquisition Fund as a source of funding to purchase this section modular unit.

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 authorized to execute an agreement between the City of Riviera Beach and Williams Scotsman, Inc. to purchase a 60x24 foot section modular unit in the amount of \$72,134.

RESOLUTION NO. 103-10
PAGE 2

SECTION 2. A copy of the agreement is attached hereto and made a part thereof.

SECTION 3. Other one-time project-related expenses, such as electrical, telecom and network underground conduit and cabling, an external electric transformer and concrete pad, office equipment and furniture, totaling \$25,000 are hereby authorized.

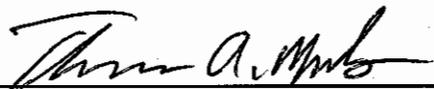
SECTION 4. The City Council authorizes the Mayor and Finance Director to pay this amount from the Capital Acquisition Fund Account Number 310-0243-519-0-6455.

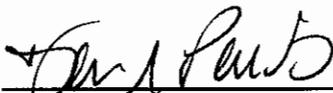
SECTION 5 This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED THIS 1 DAY OF September, 2010.

RESOLUTION NO. 103-10
PAGE 3

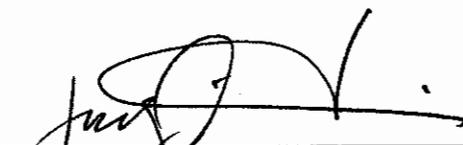
APPROVED:


THOMAS A. MASTERS
MAYOR

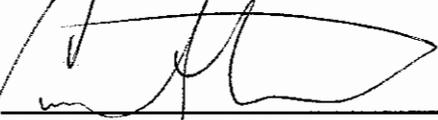

DAWN S. PARDO
CHAIRPERSON

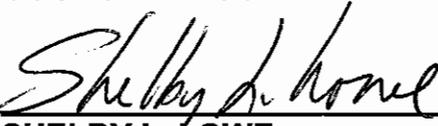
ATTEST:


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: B. BROOKS

D. PARDO AYE

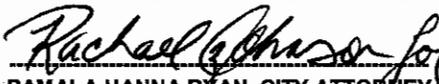
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/24/2010