

RESOLUTION NO. 1-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE DEPARTMENT HEAD JOB CLASSIFICATION LIST FOR THE POSITION OF 'PUBLIC WORKS DIRECTOR BY CHANGING THE PAY GRADE FROM GRADE 28 TO GRADE 30; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** a survey has been conducted that indicates that the position of Public Works Director should be in a higher pay grade; and

**WHEREAS,** staff has approved to increase the pay grade for the Public Works Director position in order to be comparable with other municipalities in the surrounding communities.

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

SECTION 1. That the position of Public Works Director be regraded as follows.

FROM

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>SALARY</u>	
			From	To
Department Head	Public Works Director	28	\$83,754	\$125,630

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PAGE 2

TO

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>SALARY</u>	
			From	To
Department Head	Public Works Director	30	\$90,817	\$136,224

SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 7th day of January 2009.

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RESOLUTION NO. 1-09  
PAGE 3

APPROVED:

Thomas A. Martin

[Signature]  
CEDRICK A. THOMAS  
CHAIRPERSON

[Signature]  
DAWN S. PARDO  
CHAIRPERSON PRO TEM

[Signature]  
LYNNE L. HUBBARD  
COUNCIL PERSON

ATTEST:

[Signature]  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

[Signature]  
JUDY L. DAVIS  
COUNCIL PERSON

[Signature]  
SHELBY L. LOWE  
COUNCIL PERSON

Motioned by: J. Davis

Seconded by: L. Hubbard

C. THOMAS            aye  
D. PARDO            aye  
L. HUBBARD          aye  
J. DAVIS              aye  
S. LOWE               aye

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]  
Pamala H. Ryan  
City Attorney

DATE 12/3/08

RESOLUTION NO. 2-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY TO ACCEPT VOUCHERS FROM THE COUNTY'S DROWNING PREVENTION COALITION PROGRAM FOR REDEMPTION FOR PAYMENT OF SWIMMING LESSONS PROVIDED BY PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach offers swimming lessons to individuals for a fee; and

WHEREAS, the Palm Beach County Drowning Prevention Coalition Program offers vouchers for redemption for such swimming lessons; and

WHEREAS, the City of Riviera Beach desires to accept the vouchers redeemed for payment for swimming lessons to individuals.

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

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement with Palm Beach County, accept vouchers to be redeemed for payment for swimming lessons to individuals.

SECTION 2. That this Resolution shall take effect upon its passage and approval by City Council.

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RESOLUTION NO. 2-09  
PAGE -2-

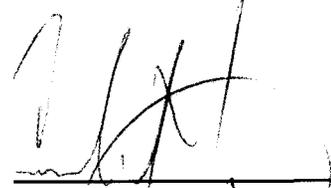
PASSED AND APPROVED this 2<sup>ND</sup> day of

day of JANUARY, 2009.

APPROVED:

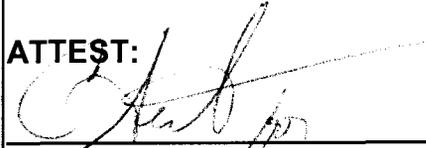


**THOMAS A. MASTERS**  
MAYOR

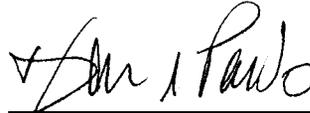


**CEDRICK A. HOMAS**  
CHAIRPERSON

ATTEST:



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



**DAWN S. PARDO**  
CHAIR PRO TEM



**LYNNE L. HUBBARD**  
COUNCILPERSON



**JUDY L. DAVIS**  
COUNCILPERSON



**SHELBY L. LOWE**  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS: AYE

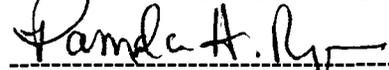
D. PARDO: AYE

L. HUBBARD: AYE

J. DAVIS: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/4/09

RESOLUTION NO. 3-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING TOTAL SETTLEMENT OF THE MATTERS OF JAMES LEVY V. CITY OF RIVIERA BEACH AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$65,000 AS COMPLETE AND FINAL SETTLEMENT OF THE WORKERS' COMPENSATION AND EMPLOYMENT PRACTICES LIABILITY CLAIMS, INCLUSIVE OF ATTORNEY'S FEES AND COSTS; AUTHORIZING THE CITY'S INSURANCE ADMINISTRATOR, GALLAGHER BASSETT SERVICES, TO MAKE PAYMENT OF \$60,000.00 FROM THE CITY'S WORKERS' COMPENSATION SETTLEMENT ACCOUNT NUMBER 602-0539-513-0-1405 AND \$5,000.00 FROM THE CITY'S LIABILITY SETTLEMENT ACCOUNT NUMBER 602-0539-513-0-4508.

WHEREAS, James Levy, a former police officer, suffered on the job injuries on April 23, 2006; and

WHEREAS, Mr. Levy has continuously obtained medical care over the past two and a half years (2 ½) for his workers' compensation injury; and

WHEREAS, Mr. Levy was terminated on April 23, 2008 and thereafter filed an Employment Practices Claim of Retaliation; and

WHEREAS, it is recommended that the City settle the lawsuit and worker's compensation claim to avoid future liability.

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

SECTION 1. That the City Council hereby authorizes settlement in the matters of James Levy v. City of Riviera Beach for payment of indemnity compensation, further liability for future medical Worker's Compensation Case # 07-027729SHP and Circuit Court Case # 502008CA014731 care and rehabilitation to the claimant, inclusive of attorney's fees and costs in the total amount of \$65,000.

SECTION 2. That the settlement amount of \$60,000 shall be paid from the City's Workers' Compensation Settlement Account No. 602-0539-513-0-1405 and Liability Settlement Account No. 602-0539-513-0-4508 in the amount of \$5,000, after Mr. Levy executes a general release.

SECTION 3. This Resolution shall take effect upon its passage and approval.

RESOLUTION NO. 3-09

PAGE -2-\_\_

PASSED AND APPROVED THIS 21ST DAY OF JANUARY, 2009.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Cedrick A. Thomas  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

Dawn S. Pardo  
DAWN S. PARDO  
C. AIR PRO TEM

Lynne L. Hubbard  
LYNNE L. HUBBARD  
COUNCILPERSON

Judy L. Davis  
JUDY L. DAVIS  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS \_\_\_\_\_

SECONDED BY: D. PARDO \_\_\_\_\_

C. THOMAS: AYE

D. PARDO: AYE

L. HUBBARD: AYE

J. DAVIS: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/14/09

RESOLUTION NO. 4-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 10, 2009; AND RUN-OFF ELECTION IF NECESSARY, TUESDAY, MARCH 24, 2009. BOTH ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS TO WIT: MAYOR, CITY COUNCIL DISTRICT ONE (1); CITY COUNCIL DISTRICT THREE (3); AND CITY COUNCIL GROUP FIVE (5); RESPECTIVELY; PROVIDING FOR THE USE OF VOTING EQUIPMENT; PROVIDING BALLOTS, ABSENTEE BALLOTS, AND PROVISIONAL BALLOTS IN SUCH ELECTIONS; APPOINTING A CITY OF RIVIERA BEACH CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the Charter and the Code of Ordinances of the City of Riviera Beach, provides for Elections to be held on the second Tuesday in March of each year for the electorate to fill the vacant offices at such time; and

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue Run-off Elections to be held on the fourth Tuesday in March, and the Candidate obtaining a majority in each district shall be deemed elected to such office; and

WHEREAS, in the year 2009, four (4) offices are necessary to be filled at the Municipal Election to be held in the City of Riviera Beach, Tuesday, March 10, 2009.

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

SECTION 1. That the Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 10<sup>TH</sup> day of March, 2009 for the purpose of electing qualified candidates as provided by law for Mayor, City Council District One (1), City Council District Three (3), and City Council District Group (5).

SECTION 2. Candidates for the office of Mayor and City Council Group Five (5) shall file and have resided within the Municipal boundaries for one year as of January 27, 2009.

SECTION 3. Candidates for City Council District One (1), and City Council District Three (3), shall file within the district which they have resided for one year, as of January 27, 2009.

SECTION 4. The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

SECTION 5. The City Clerk is hereby authorized to assign sufficient poll workers to facilitate the 15 precincts within the municipal boundaries; schedule training for poll workers and to establish a pay scale applicable to the duties and responsibilities of the Election staff.

SECTION 6. The City Clerk is authorized to enter into agreements to establish polling locations for the March 10<sup>th</sup> Municipal Election; and the March 24<sup>th</sup> Municipal Run-off Election, if necessary.

SECTION 7. The Palm Beach County's Supervisor of Elections shall provide for use of the voting equipment and process absentee ballots for said Elections.

SECTION 8. The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide for voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment to train the Poll workers appointed by the City Clerk to facilitate the designated precincts within the municipal boundaries. If Run-off Elections become necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 9. Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

SECTION 10. The City Council hereby appoints City Clerk Carrie E. Ward; Deputy City Clerk Claudene Robinson, Councilperson Judy Davis; and Councilperson Dawn Pardo as the City of Riviera Beach Canvassing Board. The Palm Beach County Supervisor of Elections shall be appointed as an additional member to the Riviera Beach Canvassing Board.

SECTION 11. The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 10, 2009 Municipal Election. The City Clerk hereby announces the convening of the City of Riviera Beach Canvassing Board to meet, Wednesday, March 18, 2009 at 6:00 pm. at the Municipal Complex, providing a Run-off Election is not necessary. If a Run-off Election is necessary, the Canvassing Board shall convene its meeting at 6:00 p.m. on Wednesday, April 1, 2009.

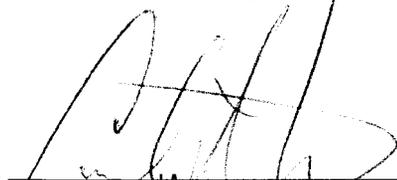
**SECTION 12.** The City of Riviera Beach opted out of early voting for the 2009 Municipal Election.

**SECTION 13.** This resolution shall take effect immediately upon its approval.

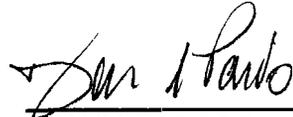
**PASSED AND APPROVED** this 21ST day of JANUARY, 2009.

**APPROVED:**

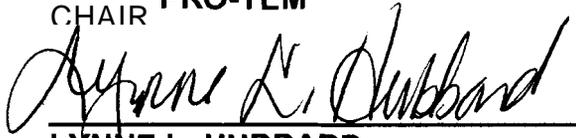
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

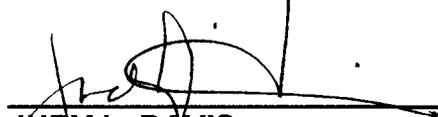
  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
CHAIRPERSON

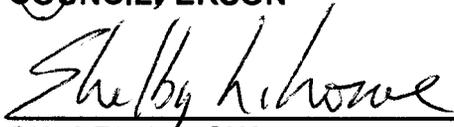
(MUNICIPAL SEAL)

  
\_\_\_\_\_  
**DAWN S. PARDO**  
CHAIR PRO-TEM

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

  
\_\_\_\_\_  
**LYNNE L. HUBBARD**  
COUNCILPERSON

  
\_\_\_\_\_  
**JUDY L. DAVIS**  
COUNCILPERSON

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

RESOLUTION NO. 4-09  
PAGE 4

MOTIONED BY: J. Davis

SECONDED BY: D. Pardo

J. DAVIS: AYE

L. HUBBARD: AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

D. PARDO AYE

PAMALA HANNA RYAN, CITY ATIORNEY

C. THOMAS: AYE

DATE:

RESOLUTION NO. 5-09 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROGRAM IMPLEMENTATION OF \$25,000.00 APPROVED IN THE 2008/2009 BUDGET FOR AN OUTSIDE AGENCY GRANT FUNDING PROGRAM FOR YOUTH ORIENTED AND RECREATION PROGRAMS, WHICH DO NOT COMPETE WITH OR DUPLICATE EXISTING CITY PROGRAMS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Riviera Beach has prioritized youth programming; and

**WHEREAS**, the City Council of the City of Riviera Beach approved \$25,000 for outside agency funding for youth oriented and recreation programs; and

**WHEREAS**, the program structure is designed to leverage additional funding for programming.

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

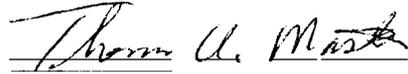
**SECTION 1.** The City Council approves the program implementation with a small grant program of \$500 and a large grant program of providing up to 50% of funding to a maximum of \$2,500.00.

**SECTION 2.** The City Council will appoint a nine (9) member outside agency review committee which will make recommendations for funding to the City Council.

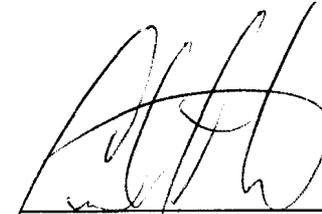
**SECTION 3.** This Resolution shall take effect upon its passage and approval by the City Council.

APPROVED JANUARY 21, 2009

APPROVED:



THOMAS A. MASTERS  
MAYOR



CEDRICK A. THOMAS  
CHAIRPERSON

[ATTEST]



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



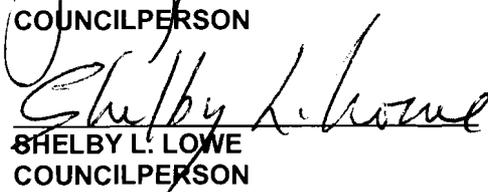
DAWN S. PARDO  
CHAIR PRO-TEM



LYNNE L. HUBBARD  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. DAVIS

C. THOMAS AYE

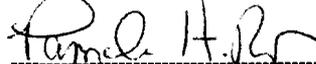
D. PARDO AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/2/08

RESOLUTION NO. 6-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY MUNICIPAL LIGHTING SYSTEMS, INC. FOR PURCHASING 15 DECORATIVE STREET LIGHT POLES, FIXTURES AND BRACKETS IN THE AMOUNT OF \$47,820.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 126-0716-5416-6355; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to beautify West 4<sup>th</sup> Street between Australian Avenue and Avenue J; and

WHEREAS, the City has entered into an interlocal agreement with Palm Beach County to install decorative street light poles and fixtures on West 4<sup>th</sup> Street; and

WHEREAS, Municipal Lighting Systems, Inc. is the exclusive distributor and proposes to provide 15 decorative street light poles, fixtures and brackets in the amount of \$47,820.00.

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

SECTION 1. The proposal submitted by Municipal Lighting Systems, Inc. is hereby accepted for \$47,820.00.

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

SECTION 3. The Finance Director is authorized to make payment of \$47,820.00 from account number 126-0716-5416-6355.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 21ST day of JANUARY, 2009.

Resolution No. 6-09

Page -2-

APPROVED:

Thomas A. M...  
Thomas A. M...

Cedrick A. Thomas

/CEDRICK A. THOMAS  
CHAIRPERSON

Dawn S. Pardo

DAWN S. PARDO  
CHAIR PRO TEM

Judy L. Davis

JUDY L. DAVIS  
COUNCILPERSON

Lynne L. Hubbard

LYNNE L. HUBBARD  
COUNCILPERSON

Shelby L. Lowe

SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/14/09

RESOLUTION NO. 7-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 TO 2008 CITYWIDE SIDEWALK PROJECT IN THE AMOUNT OF \$54,746.70 FOR INSTALLING ADDITIONAL SIDEWALKS ON WEST 19<sup>TH</sup> AND WEST 20<sup>TH</sup> STREETS BETWEEN AVENUE F AND AVENUE E IN THE VICINITY OF THE FLORIDA POWER & LIGHT SUBSTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; AUTHORIZING FINANCE DIRECTOR TO INCREASE THE PAVING & DRAINAGE BUDGET FOR THE PROJECT; MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has entered into a contract with Dunworth Construction, Inc. for installing sidewalks; and

WHEREAS, the sidewalks on West 19<sup>th</sup> and West 20<sup>th</sup> Streets between Avenue E and Avenue F are in need of replacement as result of construction activities by Florida Power & Light Company (FPL) at its substation in that area; and

WHEREAS, FPL is willing to cover the costs of said sidewalk replacement; and

WHEREAS, Dunworth Construction, Inc. agrees to install the sidewalk at the unit prices under its contract with the City.

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

SECTION 1. Change order number 1 is approved in the amount of \$54,746.70.

SECTION 2. The City Manager is authorized to execute the change orders up to ten (10) percent of the contract amount.

SECTION 3. The Finance Director is authorized to increase the budget and make payment for same from account number 301-0716-541-0-6354 in the Paving & Drainage Fund as follows:

Revenue:

301-00-369901	Misc Rev-FPL DAMAGE REPAIR	\$54,746.00
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Resolution No. 7-09\_\_\_\_\_

Page -2-

Expenditure:

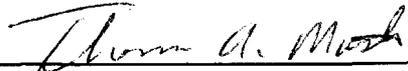
301-0716-541-0-6354 Sidewalks-FPL Damage Repair \$54,746.00

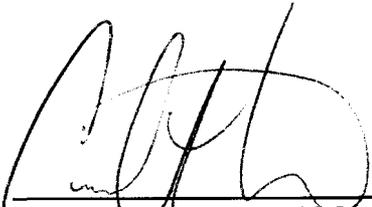
**SECTION 4.** This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED on this 21ST day of JANUARY, 2009.

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APPROVED:

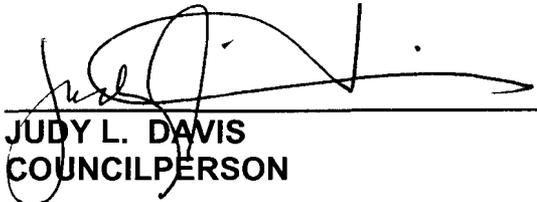
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
CHAIRPERSON

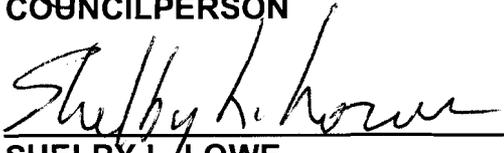
ATTEST:

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

  
\_\_\_\_\_  
**DAWN S. PARDO**  
CHAIR PRO TEM

  
\_\_\_\_\_  
**JUDY L. DAVIS**  
COUNCILPERSON

  
\_\_\_\_\_  
**LYNNE L. HUBBARD**  
COUNCILPERSON

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

MOTIONED BY: L. DAVIS

SECONDED BY: S. LOWE

C. THOMAS AYE

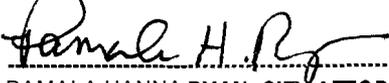
D. PARDO AyE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/14/09

RESOLUTION NO. 8-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ABANDONING 15,563 SQUARE FEET OF EAST 21<sup>ST</sup> STREET EAST OF AVENUE "B"; AND PROVIDING AN EFFECTIVE DATE.

POSTPONED FOR 30 DAYS AT THE JANUARY 21,2009 CITY COUNCIL MEETING

RESOLUTION NO. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RETURNING A PORTION OF FILLED SUBMERGED LANDS AND SUBMERGED LANDS LYING WITHIN THE WATERS OF THE LAKE WORTH LAGOON TO THE STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

POSTPONED FOR 30 DAYS AT THE JANUARY 21,2009 CITY COUNCIL MEETING

RESOLUTION NO. 10-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING THE UNCLASSIFIED POSITION OF PROJECTS MANAGER UNDER CLASS TITLE ADMINISTRATIVE; AND PROVIDING AN EFFECTIVE DATE.

TABLED AT THE JANUARY 21,2009 CITY COUNCIL MEETING

RESOLUTION NO. 11-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASING DIRECTOR TO PUBLICLY SOLICIT REQUESTS FOR QUALIFICATIONS AND PROPOSALS FOR PROFESSIONAL AUDIT SERVICES FOR FISCAL YEARS 2009 THROUGH 2013; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riviera Beach is required to hire an independent auditor to audit and render an opinion on the accuracy of the City's financial records on an annual basis; and

WHEREAS, the current five year contract expires after the completion of the fiscal year ended 9/30/08 for the current auditors, Nowlen, Holt, and Miner, P.A.; and

WHEREAS, staff would like to start the RFP process early so the 9/30/09 Audit will not be delayed.

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

SECTION 1. The City Council authorizes staff to issue an RFQ for audit services for five years to be effective for fiscal years 9/30/09 through 9/30/13.

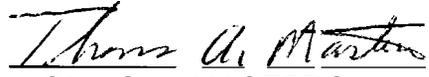
SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

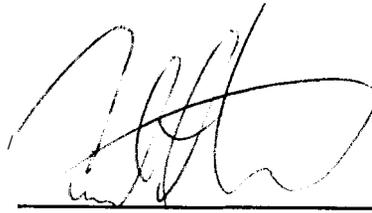
PASSED and APPROVED this 21ST day of JANUARY ' 2009.

RESOLUTION NO. 11-09

-2-

APPROVED:

  
tHOMAS A. MASTERS  
MAYOR

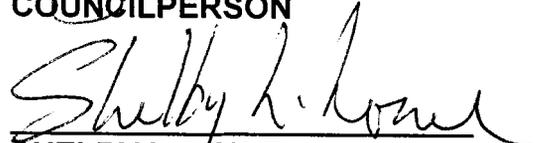
  
CEDRICK A. THOMAS  
COUNCILPERSON

ATTEST,;

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

  
DAWN S. PARDO  
CHAIR PRO-TEM

  
LYNNE L. HUBBARD  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

  
JUDY L. DAVIS  
COUNCILPERSON

MOTIONED BY: S. LOWE \_\_\_\_\_

SECONDED BY: L. HUBBARD \_\_\_\_\_

C. THOMAS \_\_\_\_\_ AYE \_\_\_\_\_

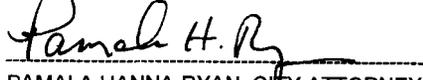
D. PARDO \_\_\_\_\_ AYE \_\_\_\_\_

. HUBBARD \_\_\_\_\_ AYE \_\_\_\_\_

S. LOWE \_\_\_\_\_ AYE \_\_\_\_\_

J. DAVIS \_\_\_\_\_ AYE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/14/09 \_\_\_\_\_

**RESOLUTION NO. 12-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION AND SITE PLAN APPLICATION FROM RIVIERA BEACH COMMUNITY CHAPEL FOR THE CONSTRUCTION OF A NEW CHURCH AND PARSONAGE CONSISTING OF 8,725 SQUARE FEET LOCATED AT 3121 AVENUE J IN THE MULTIFAMILY DWELLING DISTRICT (RM-15); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

**WHEREAS**, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

**WHEREAS**, the Planning and Zoning Board met December 11, 2008 to review the Site Plan application and made a recommendation to the City Council for approval of the application; and

**WHEREAS**, Staff has reviewed the proposed application and recommends approval with conditions; and

**WHEREAS**, The application meets the City's code requirements for granting a special exception; and

**WHEREAS**, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

**SECTION 1.** The Site Plan Application for the construction of an 8,275 square foot church and parsonage on 0.97 acres located at 3121 Avenue J is approved with the following conditions:

1. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
2. All future advertising must state that the property is in the City of

RESOLUTION NO. 12-09  
PAGE 2

Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.

3. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

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

PASSED and APPROVED this 4TH day of FEBRUARY, 2009.

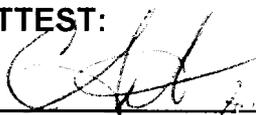
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APPROVED:

  
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THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

\_\_\_\_\_  
ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

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

MOTIONED BY: S. LOWE \_\_\_\_\_

SECONDED BY: L. HUBBARD \_\_\_\_\_

C. THOMAS \_\_\_\_\_ AYE

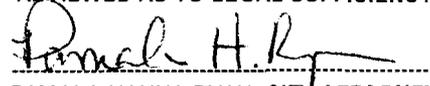
D. PARDO \_\_\_\_\_ AYE

J. DAVIS \_\_\_\_\_ ABSENT

L. HUBBARD \_\_\_\_\_ AYE

S. LOWE \_\_\_\_\_ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 11/27/09

RESOLUTION NO. 13-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASING DIRECTOR TO COMMENCE THE REQUEST FOR QUALIFICATION (RFQ) PROCUREMENT PROCESS FOR CONSTRUCTION OF THE RIVIERA BEACH POLICE DEPARTMENT BUILDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department has completed its Preliminary Space Needs Assessment for the New Police Facility, and estimate that the project can be completed for an estimated amount of \$10 - \$12 million; and

WHEREAS, the Police Department seeks authorization to engage in the procurement process, authorizing the Director of Purchasing to commence the Request for Qualification (RFQ) process to establish criteria to evaluate the most qualified architect for the construction of the Police Department Building; and

WHEREAS, the Police Department is requesting the Director of Purchasing to commence the RFQ process to identify qualified firms to participate in the project.

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

SECTION 1: : The City Council authorizes the Police Department to engage in the Request for Qualification (RFQ) process to establish criteria to evaluate the most qualified architect for the construction of the Police Department BUilding.

SECTION 2: This resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 4TH day of FEBRUARY, 2009.

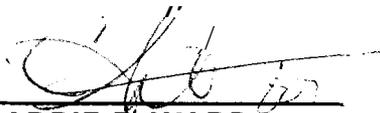
RESOLUTION NO. 13-09  
PAGE 2

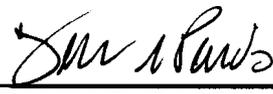
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

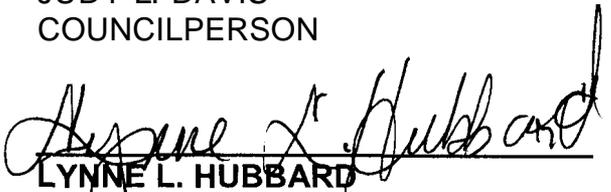
  
CEDRICK A. THOMAS  
CHAIRPERSON

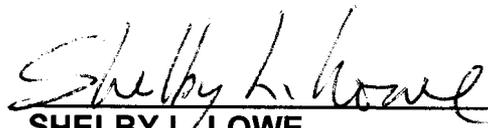
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
LYNNE L. HUBBARD  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: L. HUBBARD

C. THOMAS AYE

D. PARDO AYE

J. DAVIS ABSENT

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/30/2009

RESOLUTION NO. 14-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR THE REPLACEMENT OF THE EXISTING FUEL TANKS AND FUEL MANAGEMENT SYSTEM AT THE PUBLIC WORKS-VEHICLE MAINTENANCE FACILITY AND THE MUNICIPAL MARINA TO B&M CONSTRUCTION OF DEERFIELD BEACH, FLORIDA IN THE AMOUNT OF \$1,034,885.00; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE CONTRACT WITH B&M CONSTRUCTION FOR \$1,034,885.00, \$480,385.00 TO BE PAID TO INSTALL THE FUEL TANKS AND FUEL MANAGEMENT SYSTEM AT THE PUBLIC WORKS-VEHICLE MAINTENANCE FACILITY AND \$554,500.00 TO INSTALL THE FUEL TANKS AT THE MUNICIPAL MARINA; AUTHORIZING THE CITY MANAGER TO MAKE AND INITIATE CHANGE ORDERS UP TO TWELVE PERCENT (12%) FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM VEHICLE MAINTENANCE ACCOUNT #308-1129-519-0-6405 AND FROM MARINA ACCOUNT #422-0000-543-0-6405 AND PALM BEACH COUNTY WATER ACCESS GRANT ACCOUNT #424-0000-543-5-6351; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the city is required to meet the State of Florida Department of Environmental Protection and Federal mandates for replacing all single wall underground storage tanks with double wall tanks by December 31, 2009; and

WHEREAS, the existing underground fuel storage tanks at the Public Works-Vehicle Maintenance Facility and Municipal Marina do not meet State or Federal mandates; and

WHEREAS, updating an outdated fuel management software and operating system at Vehicle Maintenance will allow for more efficient fuel monitoring; and

WHEREAS, the city solicited bids and received five responses with B&M Construction being the lowest responsible bidder; and

WHEREAS, contracting with B&M Construction will provide the required tanks and updated operating system needed to meet State and Federal requirements.

RESOLUTION NO. 14-09

PAGE: 2

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

SECTION 1. That City Council hereby awards the bid to replace fuel tanks and a fuel management system at Public Works-Vehicle Maintenance and at the Municipal Marina to B&M Construction in an amount not to exceed \$1,034,885.00.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract with B&M Construction.

SECTION 3. That the Finance Director is authorized to make payment to replace the underground fuel storage tanks and fuel management system at the Public Works-Vehicle Maintenance Facility in an amount not to exceed \$480,385.00 from account #308-1129-519-0-6405.

SECTION 4. That the Finance Director is authorized to make payment to replace the underground fuel storage tanks at the Municipal Marina in an amount not to exceed \$554,500.00 from account #422-0000-543-0-6405 and account #424-0000-543-5-6351 .

SECTION 5. That the City Manager is authorized to approve change orders not to exceed twelve percent (12%) of the contracted amount.

SECTION 6. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 4TH day of FEBRUARY, 2009, ~~2008~~.

APPROVED:

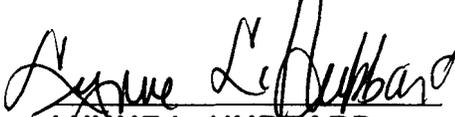
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
CHAIRPERSON

ATTEST

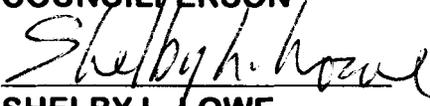
  
\_\_\_\_\_  
**CARRIE E. WARD,**  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
**DAWN S. PARDO**  
CHAIR PRO TEM

  
\_\_\_\_\_  
**LYNNE L. HUBBARD**  
COUNCILPERSON

ABSENT

\_\_\_\_\_  
**JUDY L. DAVIS**  
COUNCILPERSON

  
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**SHELBY L. LOWE**  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: S. LOWE

C. THOMAS      AYE

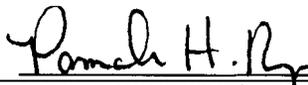
D. PARDO      AYE

L. HUBBARD    NAY

J. DAVIS      ABSENT

S. LOWE      AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 1/22/09

RESOLUTION NO. 15-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING THE CITY OF RIVIERA BEACH EQUITABLE CITIES CONFERENCE FINAL REPORT AND SUPPORTING THE SIX (6) ACTION AREAS IDENTIFIED IN THE REPORT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has established greater involvement of the citizens and stake holders as a central policy theme; and

**WHEREAS**, the City Council supported a team of City, CRA, County and non-profit representatives to participate in the National League of Cities Equitable Cities Roundtable in Savannah, Georgia; and

**WHEREAS**, the City Council supported a Riviera Beach Equitable Cities Conference in Riviera Beach September 25-27, 2008; and

**WHEREAS**, the six (6) action areas identified are similar to the City Council's identified priorities.

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

**SECTION 1.** The City Council of the City of Riviera Beach adopts the City of Riviera Beach Equitable Cities Conference Final Report.

**SECTION 2.** The City Council supports, in concept, the six (6) action areas identified in the final report.

**SECTION 3.** The City of Riviera Beach Equitable Cities Conference Final Report is attached hereto and made a part of this resolution.

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

**PASSED and APPROVED** this 4<sup>TH</sup> day of February, 2009.

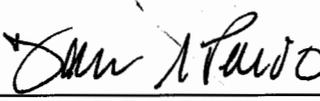
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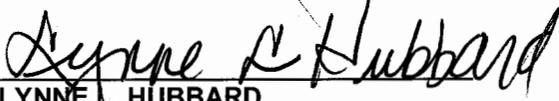
  
THOMAS A. MASTERS  
MAYOR

  
CEDRICK A. THOMAS  
CHAIRPERSON

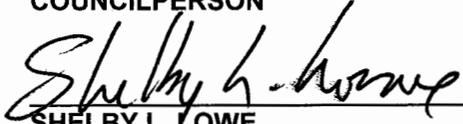
[ATTEST]

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO-TEM

  
LYNNE L. HUBBARD  
COUNCILPERSON

ABSENT  
JUDY L. DAVIS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: L. HUBBARD

C. THOMAS AYE

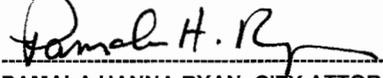
D. PARDO AYE

L. HUBBARD AYE

J. DAVIS ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/22/09

RESOLUTION NO. 16-09

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDED AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY EXTENDING THE DEADLINE FOR COMPLETION AND IMPLEMENTATION OF THE CITY'S DISASTER RECOVERY INITIATIVE FROM JANUARY 15, 2009 TO AUGUST 15, 2009; APPROVING \$25,000 IN OPERATING FUNDS FOR TWO TEMPORARY STAFF POSITIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County entered into an agreement with the City of Riviera Beach on March 24, 2008 to provide \$1,236,000 of Community Development Block Grant Funds for the implementation of a housing rehabilitation program under the 2005 Disaster Recovery Initiative Program; and

**WHEREAS**, the current agreement between the City of Riviera Beach and Palm Beach County expired effective January 15, 2009; and

**WHEREAS**, in order for the City to continue the implementation of its Disaster Recovery Initiative's Housing Rehabilitation Program for residents whose homes were affected by the 2005 hurricane, an amended agreement is necessary; and

**WHEREAS**, both the City and the County wish to modify the agreement to extend the project completion date from January 15, 2009 until August 15, 2009.

**WHEREAS**, Twenty-Five Thousand (\$25,000) is needed for operating expenses for two temporary part-time positions.

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

**Section 1.** That the City Council approve the amended agreement between the City of Riviera Beach and Palm Beach County extending the project completion date from January 15, 2009 until August 15, 2009.

**Resolution No. 16-09**

**Page -2-**

**Section 2.** City Council approves \$25,000 in operating funds for two temporary part-time staff positions.

**Section 3.** City Council authorizes the Mayor and City Clerk to execute the amended agreement.

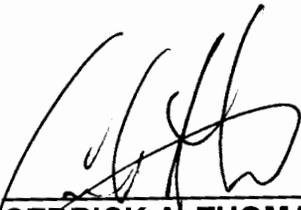
**Section 4.** This Resolution shall become effective upon its passage and approval by the City Council.

PASSED and APPROVED this 18 day of February, 2009.

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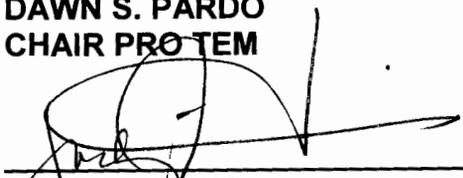
  
THOMAS A. MASTERS  
MAYOR

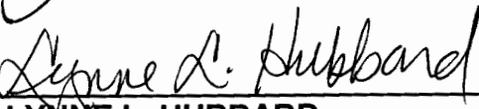
  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
LYNNE L. HUBBARD  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. Pardo

SECONDED BY: L. Hubbard

C. THOMAS aye

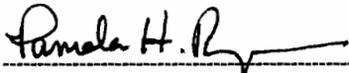
D. PARDO aye

J. DAVIS aye

L. HUBBARD aye

S. LOWE absent

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN CITY ATTORNEY

DATE: 2/10/09

RESOLUTION NO. 17-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A PROPOSAL FROM ALL-SITE CONSTRUCTION, INC. TO CONSTRUCT AN ADDITION TO LINDSEY DAVIS COMMUNITY CENTER IN THE AMOUNT OF \$300,000 BY PIGGY BACKING ON PALM BEACH COUNTY JOB ORDER CONTRACT R-2007-0945; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS AND MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City desires to provide a center for Youth Empowerment program; and

**WHEREAS**, an addition to Lindsey Davis Community Center will provide the required space for the Youth Empowerment Center; and

**WHEREAS**, All-Site Construction is willing to construct the addition to Lindsey Davis Community Center for the unit prices under its contract with Palm Beach County Job Order R-2007-0945 for \$300,000.

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

**SECTION 1.** The proposal from All-Site Construction, Inc. to construct an addition to Lindsey Davis Community Center is accepted in the amount of \$300,000.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the contract with All-Site Construction, Inc.

**SECTION 3.** The City Manager is hereby authorized to approve change orders in the amount not to exceed 5% of the contract price.

**SECTION 4.** The Finance Director is authorized to make fund transfer as following:

Transfer from:	310-0203-519-0-6251	\$120,000
Transfer to:	310-0203-519-1-6251	\$120,000

**SECTION 5.** The Finance Director is authorized to make payment for same from account number 310-0203-519-1-6251.

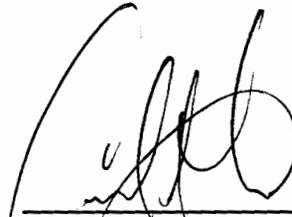
**SECTION 6.** This resolution shall take effect upon passage and approval by the City Council.

PASSED and APPROVED on this 18 day of February, 2009.

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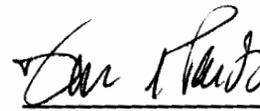
APPROVED:

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

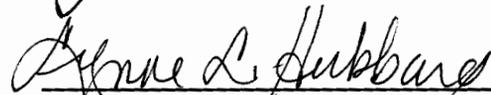
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
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LYNNE L. HUBBARD  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: D. Pardo

C. THOMAS aye

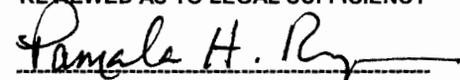
D. PARDO aye

J. DAVIS aye

L. HUBBARD aye

S. LOWE absent

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 2/10/09

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 18<sup>th</sup> day of FEBRUARY, 2009 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 All-Site Construction, 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 65-1140059.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of constructing a 2,400 sq. ft. addition to Lindsey Davis Community Center on West 28<sup>th</sup> Street, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

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

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Design and construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$200) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

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

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the City
- B. **Progress Invoices** - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice 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.

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

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

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11 - INSURANCE**

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

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

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

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

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

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

**ARTICLE 12 - INDEMNIFICATION**

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

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

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

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

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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

**ARTICLE 14 - VENUE**

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

**ARTICLE 15-REMEDIES**

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

**ARTICLE 16 - CONFLICT OF INTEREST**

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

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

**ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

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

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

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

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

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

### **ARTICLE 18 - INDEBTEDNESS**

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

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

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

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

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

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

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

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

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 26 - SEVERABILITY**

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

#### **ARTICLE 27 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 29 - NOTICE**

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

City Engineer, City of Riviera Beach

600 West Blue Heron Boulevard  
Riviera Beach, Fl. 33404

and if sent to the CONTRACTOR shall be mailed to:

All-Site Construction, Inc.  
101 E. Blue Heron Boulevard Suite 201  
Riviera Beach, FL 33404

### **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 addition to Lindsey Davis Community Center shall be guaranteed by the Manufacturer, if any, for a period of one year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture’s warranty as it relates to the materials and parts used to construct addition to Lindsey Davis Community Center on West 28<sup>th</sup> Street.

### **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, Ezra Saffold hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

#### **ARTICLE 41 - EXHIBITS**

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

#### **ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of plans and specifications, contract manual. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and plans and specifications and contract manual. To the extent that there exists a conflict between this Contract and contract manual, 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**

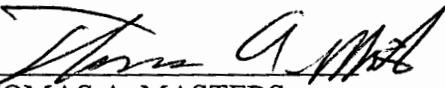
The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. 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.

**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

CONTRACTOR  
ALL-SITE CONSTRUCTION, INC.

BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
EZRA SAFFOLD  
PRESIDENT

ATTEST:

BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
MARY MCKINNEY  
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 10/2/09

**EXHIBIT "A"**

**SCOPE OF WORK**

**The project involves design-build of a 2,400 sq. ft. CBS building to Lindsey Davis Community Center to match the construction and architectural feature of the existing building.**

## **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.

**Job Order Contract**  
**Contractor's Price Proposal - CSI**

**Date:** July 20, 2009  
**Contract No.:** R-2007-0945  
**Work Order No.:** CRB2009-002.00  
**Work Order Title:** Lindsay Davis Community Center  
**Contractor:** All Site Construction  
**Proposal Value:** \$299,813.80  
**Proposal Name:** Lindsey Davis Sr. Community Center  
**Proposal Submitted:** 07/20/2009

<b>Subtotal for Section-01:</b>	<b>\$58,361.07</b>
<b>Subtotal for Section-02:</b>	<b>\$7,744.69</b>
<b>Subtotal for Section-03:</b>	<b>\$22,594.74</b>
<b>Subtotal for Section-04:</b>	<b>\$52,890.15</b>
<b>Subtotal for Section-05:</b>	<b>\$3,110.75</b>
<b>Subtotal for Section-06:</b>	<b>\$24,512.29</b>
<b>Subtotal for Section-07:</b>	<b>\$12,467.40</b>
<b>Subtotal for Section-08:</b>	<b>\$31,039.81</b>
<b>Subtotal for Section-09:</b>	<b>\$20,616.79</b>
<b>Subtotal for Section-10:</b>	<b>\$1,995.56</b>
<b>Subtotal for Section-13:</b>	<b>\$9,723.28</b>
<b>Subtotal for Section-15:</b>	<b>\$26,714.19</b>
<b>Subtotal for Section-16:</b>	<b>\$28,043.08</b>
<b>Price Proposal Total</b>	<b>\$299,813.80</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percentage of NPP in this Price Proposal:** 0.00%

# Job Order Contract

## Contractor's Price Proposal - CSI

**Date:** July 20, 2009  
**Contract No.:** R-2007-0945  
**Work Order No.:** CRB2009-002.00  
**Work Order Title:** Lindsay Davis Community Center  
**Contractor:** All Site Construction  
**Proposal Value:** \$299,813.80  
**Proposal Name:** Lindsey Davis Sr. Community Center  
**Proposal Submitted:** 07/20/2009

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total			
<b>Section - 01</b>									
1	01204	1001		EA	Reimbursable Fees	\$16,429.50			
					Quantity	Unit Price	Factor	Total	
					Installation	150.00 x	100.00 x	1.0953 =	\$16,429.50
					Allowance for Bond Premium (2%) and Permits (3%)				
2	01352	3012		HR	Investigating Senior Engineer Or Specialty Consultant, For Special Investigating Requirements Or Services Outside Required Architectural And Engineering Services	\$10,405.35			
					Quantity	Unit Price	Factor	Total	
					Installation	76.00 x	125.00 x	1.0953 =	\$10,405.35
					Extensive scope documentation and plans for permitting				
3	01510	2015		EA	20 CY Dumpster (7 Ton Capacity) "Construction Debris" Note: Price Includes Service To Deliver And Pick-up Of Dumpster, Hauling Of Debris, Rental Of Dumpster And Disposal Fee.	\$4,655.03			
					Quantity	Unit Price	Factor	Total	
					Installation	10.00 x	425.00 x	1.0953 =	\$4,655.03
					1 dumpster per month for 6 months				
4	01540	3003		MO	Rolling Scaffolding 14' To 20' Complete With Wheels, Railings, Etc., (5' Wide X 7' Long Section)	\$650.10			
					Quantity	Unit Price	Factor	Total	
					Installation	2.00 x	296.77 x	1.0953 =	\$650.10
5	01560	2113		LF	Temporary 8' High Chain Link Fence And Posts, Up To 12 Months	\$3,914.05			
					Quantity	Unit Price	Factor	Total	
					Installation	350.00 x	10.21 x	1.0953 =	\$3,914.05
6	01560	2113	2031	LF	For Each SF Of Shade Cloth, Add	\$345.02			
					Quantity	Unit Price	Factor	Total	
					Installation	700.00 x	0.45 x	1.0953 =	\$345.02
					Shade cloth along streets and public areas only.				
7	01590	1313		MO	2 Ton 20' Lift Hoist, Electric, 2-Speed, 230/460V, 60 Cycle	\$472.86			
					Quantity	Unit Price	Factor	Total	
					Installation	1.00 x	431.72 x	1.0953 =	\$472.86
8	01590	4102		WK	36" Wide, 1/8 CY Bobcat, With Full-Time Operator	\$4,879.46			
					Quantity	Unit Price	Factor	Total	
					Installation	3.00 x	1,484.97 x	1.0953 =	\$4,879.46
9	01590	4702		WK	1/2 To 5/8 CY, 65 HP, Loader-Backhoe, With Full-Time Operator	\$4,899.72			
					Quantity	Unit Price	Factor	Total	
					Installation	2.00 x	2,236.70 x	1.0953 =	\$4,899.72

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 01</b>								
10	01590	9107		DAY	20 Ton Lift Hydraulic Crane, With Full-Time Operator	\$1,929.00		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	880.58 x	1.0953 =	\$1,929.00
					1 day for trusses and 1 day for rooftop AC's			
11	01591	3169		MO	13 CY Rear Dump Truck, With Full-Time Truck Driver	\$8,379.46		
					Quantity	Unit Price	Factor	Total
				Installation	0.75 x	10,200.50 x	1.0953 =	\$8,379.46
12	01591	4102		EA	20 To 30 Ton Move On/Off Cost, Truck Mounted Crane	\$690.30		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	315.12 x	1.0953 =	\$690.30
					1 for trusses and 1 for AC's			
13	01591	4203		EA	Bobcat Delivery/Mob/Demob Note: Use for bobcat or similar sized equipment. Includes delivery fee, delivery, set-up and return.	\$196.83		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	89.85 x	1.0953 =	\$196.83
14	01591	4207		EA	Backhoe, Dozer Or Roller > 250 HP Delivery/Mob/Demob Note: Use for backhoe, dozer, roller, loader, excavator or similar sized equipment. Includes delivery fee, delivery, set-up and return.	\$514.39		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	469.63 x	1.0953 =	\$514.39
<b>Subtotal for Section - 01:</b>						<b>\$58,361.07</b>		
<b>Section - 02</b>								
15	02112	1252		SF	Break-up And Remove >3" To 6" Thick Bituminous Pavement By Hand, with jackhammer and hand tools.	\$107.61		
					Quantity	Unit Price	Factor	Total
				Installation	75.00 x	1.31 x	1.0953 =	\$107.61
16	02119	2001		CYM	Hauling On Paved Roads, First 15 Miles	\$328.59		
					Quantity	Unit Price	Factor	Total
				Installation	750.00 x	0.40 x	1.0953 =	\$328.59
17	02210	1201		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Soil	\$85.71		
					Quantity	Unit Price	Factor	Total
				Installation	25.00 x	3.13 x	1.0953 =	\$85.71
18	02210	1201	9903	CY	For Quantities > 20 To 50 (> 15 To 38 M3), Add	\$64.35		
					Quantity	Unit Price	Factor	Total
				Installation	25.00 x	2.35 x	1.0953 =	\$64.35
19	02210	3002		CY	Backfilling Around Building Foundations And Other Structures by Hydraulic Excavator, Backhoe, Loader	\$39.92		
					Quantity	Unit Price	Factor	Total
				Installation	15.00 x	2.43 x	1.0953 =	\$39.92
20	02210	3002	9912	CY	For Quantities Up To 20 (Up To 15 M3), Add	\$39.92		
					Quantity	Unit Price	Factor	Total
				Installation	15.00 x	2.43 x	1.0953 =	\$39.92
21	02210	3003		CY	Backfilling Around Building Foundations And Other Structures by Hand	\$121.18		
					Quantity	Unit Price	Factor	Total
				Installation	8.00 x	13.83 x	1.0953 =	\$121.18
22	02210	4001		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, etc	\$75.58		
					Quantity	Unit Price	Factor	Total
				Installation	25.00 x	2.76 x	1.0953 =	\$75.58
23	02210	4001	9923	CY	For Quantities > 20 To 50 (> 15 To 38 M3), Add	\$56.68		
					Quantity	Unit Price	Factor	Total
				Installation	25.00 x	2.07 x	1.0953 =	\$56.68

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total
<b>Section - 02</b>						
24	02210	4002		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand.	\$99.78
					Installation	
					Quantity	Total
					10.00 x	\$99.78
					Unit Price	
					9.11 x	
					Factor	
					1.0953 =	
25	02210	5001		SY	Rough Grading For Building Foundations And Other Structures by Machine	\$98.58
					Installation	
					Quantity	Total
					180.00 x	\$98.58
					Unit Price	
					0.50 x	
					Factor	
					1.0953 =	
26	02210	5003		SY	Finish Grading For Building Foundations And Other Structures by Hand	\$530.34
					Installation	
					Quantity	Total
					180.00 x	\$530.34
					Unit Price	
					2.69 x	
					Factor	
					1.0953 =	
27	02210	6001		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine	\$30.67
					Installation	
					Quantity	Total
					10.00 x	\$30.67
					Unit Price	
					2.80 x	
					Factor	
					1.0953 =	
28	02210	6001	9932	CY	For Quantities Up To 20 (Up To 15 M3), Add	\$61.34
					Installation	
					Quantity	Total
					20.00 x	\$61.34
					Unit Price	
					2.80 x	
					Factor	
					1.0953 =	
29	02210	6002		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Hand	\$116.65
					Installation	
					Quantity	Total
					5.00 x	\$116.65
					Unit Price	
					21.30 x	
					Factor	
					1.0953 =	
30	02212	1201		SY	Shape Embankment/Slope By Hand Up To 1 On 4 Slope	\$88.13
					Installation	
					Quantity	Total
					54.00 x	\$88.13
					Unit Price	
					1.49 x	
					Factor	
					1.0953 =	
31	02213	4032		TON	Crusher Run Aggregate Fill (1-1/2" Minus)	\$973.50
					Installation	
					Quantity	Total
					40.00 x	\$973.50
					Unit Price	
					22.22 x	
					Factor	
					1.0953 =	
32	02215	1001		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil	\$256.69
					Installation	
					Quantity	Total
					54.00 x	\$256.69
					Unit Price	
					4.34 x	
					Factor	
					1.0953 =	
33	02215	1001	9902	CY	For Quantities Up To 20 (Up To 15 M3), Add	\$19.00
					Installation	
					Quantity	Total
					5.00 x	\$19.00
					Unit Price	
					3.47 x	
					Factor	
					1.0953 =	
34	02215	1001	9904	CY	For Quantities > 50 To 250 (> 39 m3 To 191 m3), Add	\$64.47
					Installation	
					Quantity	Total
					54.00 x	\$64.47
					Unit Price	
					1.09 x	
					Factor	
					1.0953 =	
35	02215	2001		CY	Excavation for Trenching by Hand in Soil Includes Stockpiling Excess Materials and Trimming Sides and Bottom of Trench.	\$159.09
					Installation	
					Quantity	Total
					5.00 x	\$159.09
					Unit Price	
					29.05 x	
					Factor	
					1.0953 =	
36	02215	3002		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$88.39
					Installation	
					Quantity	Total
					10.00 x	\$88.39
					Unit Price	
					8.07 x	
					Factor	
					1.0953 =	
37	02464	5313		LF	1-1/2" (37 mm) Diameter PVC Schedule 40 Pipe	\$351.81
					Installation	
					Quantity	Total
					220.00 x	\$351.81
					Unit Price	
					1.46 x	
					Factor	
					1.0953 =	
38	02464	5323		EA	1-1/2" (37 mm) Diameter Schedule 40 PVC 90 Degree Elbow	\$68.46
					Installation	
					Quantity	Total
					10.00 x	\$68.46
					Unit Price	
					6.25 x	
					Factor	
					1.0953 =	
39	02464	5333		EA	1-1/2" (37 mm) Diameter Schedule 40 PVC 45 Degree Elbow	\$68.57
					Installation	
					Quantity	Total
					10.00 x	\$68.57
					Unit Price	
					6.26 x	
					Factor	
					1.0953 =	

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 02</b>								
40	02464	5343		EA	1-1/2" (37 mm) Diameter Schedule 40 PVC Tees Or Wyes	\$102.63		
					Quantity	Unit Price	Factor	Total
				Installation	10.00	x 9.37	x 1.0953	= \$102.63
41	02464	5353		EA	1-1/2" (37 mm) Diameter Schedule 40 PVC Coupling	\$65.50		
					Quantity	Unit Price	Factor	Total
				Installation	10.00	x 5.98	x 1.0953	= \$65.50
42	02464	5363		EA	1-1/2" (37 mm) Diameter Schedule 40 PVC Cross	\$129.03		
					Quantity	Unit Price	Factor	Total
				Installation	10.00	x 11.78	x 1.0953	= \$129.03
43	02555	2122		LF	6" (15 cm) PVC C900 Pipe, DR 18, PR 150	\$300.93		
					Quantity	Unit Price	Factor	Total
				Installation	25.00	x 10.99	x 1.0953	= \$300.93
44	02555	3215		EA	2" Corporation Stop Valve	\$207.42		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 189.37	x 1.0953	= \$207.42
45	02711	5501		SF	Wind Screen For Fence, 5.6 Oz Per SY	\$2,944.17		
					Quantity	Unit Price	Factor	Total
				Installation	2,800.00	x 0.96	x 1.0953	= \$2,944.17
<b>Subtotal for Section - 02:</b>						<b>\$7,744.69</b>		
<b>Section - 03</b>								
46	03110	1111		SF	Continuous Footings Foundation Wood Formwork	\$1,732.76		
					Quantity	Unit Price	Factor	Total
				Installation	700.00	x 2.26	x 1.0953	= \$1,732.76
47	03110	1111	1191	SF	For Quantities < 1000, Add	\$291.35		
					Quantity	Unit Price	Factor	Total
				Installation	700.00	x 0.38	x 1.0953	= \$291.35
48	03110	1203		SF	>12" High Slab Edge and Block-Out Wood Formwork	\$1,686.76		
					Quantity	Unit Price	Factor	Total
				Installation	500.00	x 3.08	x 1.0953	= \$1,686.76
49	03110	1305		LF	>24" To 36" Square Column Wood Formwork	\$1,564.09		
					Quantity	Unit Price	Factor	Total
				Installation	30.00	x 47.60	x 1.0953	= \$1,564.09
50	03110	1402		SF	>8' High Above Grade Wall Wood Formwork	\$752.47		
					Quantity	Unit Price	Factor	Total
				Installation	150.00	x 4.58	x 1.0953	= \$752.47
51	03110	1402	1712	SF	For Quantities < 1000, Add	\$131.44		
					Quantity	Unit Price	Factor	Total
				Installation	150.00	x 0.80	x 1.0953	= \$131.44
52	03110	1501		SF	Bottom of Elevated Beam Wood Formwork	\$659.81		
					Quantity	Unit Price	Factor	Total
				Installation	120.00	x 5.02	x 1.0953	= \$659.81
53	03110	1501	1712	SF	For Quantities < 1000, Add	\$115.66		
					Quantity	Unit Price	Factor	Total
				Installation	120.00	x 0.88	x 1.0953	= \$115.66
54	03110	1502		SF	Vertical Sides of Elevated Beam Wood Formwork	\$417.97		
					Quantity	Unit Price	Factor	Total
				Installation	120.00	x 3.18	x 1.0953	= \$417.97

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 03</b>								
55	03110	1502	1712	SF	For Quantities < 1000, Add	\$73.60		
					Quantity	Unit Price	Factor	Total
				Installation	120.00 x	0.56 x	1.0953 =	\$73.60
56	03110	9101		LF	2x4 To 2x6 Keyway Forms for Concrete Formwork, All Materials	\$11.83		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	0.54 x	1.0953 =	\$11.83
57	03210	1008		TON	Grade 70 Reinforcing Steel, Footings And Slabs, #7-Up	\$3,064.06		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	1,398.73 x	1.0953 =	\$3,064.06
58	03210	1008	4001	TON	For Epoxy Coated, Add	\$685.26		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	625.64 x	1.0953 =	\$685.26
59	03210	2105		TON	Grade 70 Reinforcing Steel, Beams, Columns, Walls, #3-#6	\$2,596.75		
					Quantity	Unit Price	Factor	Total
				Installation	1.50 x	1,580.54 x	1.0953 =	\$2,596.75
60	03302	1002		CY	Poly Fibers Reinforcing Concrete Mix - 1 1/2 Lb. Per CY	\$273.83		
					Quantity	Unit Price	Factor	Total
				Installation	50.00 x	5.00 x	1.0953 =	\$273.83
61	03311	1123		CY	Pour Continuous Footings, Direct Chute, 3000 PSI Concrete	\$2,362.78		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	107.86 x	1.0953 =	\$2,362.78
62	03311	1123	3029	CY	For Quantities Up To 20, Add	\$86.31		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	3.94 x	1.0953 =	\$86.31
63	03311	1164		CY	Pour Slab On Grade, >= 6", Direct Chute, 3000 PSI Concrete	\$4,016.03		
					Quantity	Unit Price	Factor	Total
				Installation	35.00 x	104.76 x	1.0953 =	\$4,016.03
64	03311	1164	3030	CY	For Quantities > 20 To 50, Add	\$38.72		
					Quantity	Unit Price	Factor	Total
				Installation	35.00 x	1.01 x	1.0953 =	\$38.72
65	03311	1235		CY	Pour Concrete Columns, 12", Concrete Pump, Square Or Round, 3000 PSI Concrete	\$848.36		
					Quantity	Unit Price	Factor	Total
				Installation	5.00 x	154.91 x	1.0953 =	\$848.36
66	03311	1235	3035	CY	For Quantities Up To 20, Add	\$124.65		
					Quantity	Unit Price	Factor	Total
				Installation	5.00 x	22.76 x	1.0953 =	\$124.65
67	03350	1005		SF	Concrete Floor Finishes, Steel Trowel	\$1,060.25		
					Quantity	Unit Price	Factor	Total
				Installation	2,200.00 x	0.44 x	1.0953 =	\$1,060.25
<b>Subtotal for Section - 03:</b>						<b>\$22,594.74</b>		
<b>Section - 04</b>								
68	04160	2223		CLF	Horizontal Ladder Joint Reinforcing In 8" Wall, Use 6" Wide Ladder For 8" Wall	\$4,908.44		
					Quantity	Unit Price	Factor	Total
				Installation	153.00 x	29.29 x	1.0953 =	\$4,908.44
69	04205	1001		CSF	Exterior Building Scaffolding, 1 To 5 Story, Tubular Steel, Based On 1 Use/Month	\$13,961.13		
					Quantity	Unit Price	Factor	Total
				Installation	120.00 x	106.22 x	1.0953 =	\$13,961.13

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 04</b>								
70	04205	1001	1012	CSF	For Additional Erection And Dismantling Of Scaffolding, Add	\$4,857.87		
					Quantity	Unit Price	Factor	Total
				Installation	120.00	x 36.96	x 1.0953	= \$4,857.87
71	04220	2102		SF	Foundation Wall Concrete Masonry Unit, 8" x 16" x 8" (21 cm) Regular (Sand Aggregate)	\$9,375.77		
					Quantity	Unit Price	Factor	Total
				Installation	2,000.00	x 4.28	x 1.0953	= \$9,375.77
72	04220	3303		SF	8" x 16" x 8" (21 cm) Regular Concrete Masonry Unit Partition Block (Sand Aggregate)	\$19,062.60		
					Quantity	Unit Price	Factor	Total
				Installation	3,800.00	x 4.58	x 1.0953	= \$19,062.60
73	04220	8102		LF	8" x 16" x 8" (21 cm) Regular Lintel Block (Including Bond Beams), Block Only	\$724.34		
					Quantity	Unit Price	Factor	Total
				Installation	132.00	x 5.01	x 1.0953	= \$724.34

**Subtotal for Section - 04: \$52,890.15**

<b>Section - 05</b>								
74	05410	2122		LF	3-1/2" x 5" x 3/8" Angle Iron	\$2,363.88		
					Quantity	Unit Price	Factor	Total
				Installation	132.00	x 16.35	x 1.0953	= \$2,363.88
75	05410	2122	2591	LF	For Quantities > 100 To 250, Deduct	\$-59.28		
					Quantity	Unit Price	Factor	Total
				Installation	132.00	x -0.41	x 1.0953	= \$-59.28
76	05501	1001		EA	1/2" Diameter x 6" Long, J-Type Anchor Bolt	\$169.22		
					Quantity	Unit Price	Factor	Total
				Installation	50.00	x 3.09	x 1.0953	= \$169.22
77	05501	1001	9910	EA	For Quantities > 10 To 50, Deduct	\$-3.83		
					Quantity	Unit Price	Factor	Total
				Installation	50.00	x -0.07	x 1.0953	= \$-3.83
78	05501	3001		EA	3/4" Diameter x 12" Long, L-Type Anchor Bolt	\$380.62		
					Quantity	Unit Price	Factor	Total
				Installation	50.00	x 6.95	x 1.0953	= \$380.62
79	05501	3001	9910	EA	For Quantities > 10 To 50, Deduct	\$-6.02		
					Quantity	Unit Price	Factor	Total
				Installation	50.00	x -0.11	x 1.0953	= \$-6.02
80	05501	7002		EA	3/16" x 2-1/4" Tapcon Masonry Screw	\$294.64		
					Quantity	Unit Price	Factor	Total
				Installation	100.00	x 2.69	x 1.0953	= \$294.64
81	05501	7002	9911	EA	For Quantities > 50 To 100, Deduct	\$-28.48		
					Quantity	Unit Price	Factor	Total
				Installation	100.00	x -0.26	x 1.0953	= \$-28.48

**Subtotal for Section - 05: \$3,110.75**

<b>Section - 06</b>								
82	06110	5114		LF	2"x4" (5cm x 10cm) Suspended Ceiling Framing	\$1,858.51		
					Quantity	Unit Price	Factor	Total
				Installation	1,680.00	x 1.01	x 1.0953	= \$1,858.51
83	06110	8312		LF	2"x6" (5cm x 15cm) Treated Blocking To Wood	\$602.42		
					Quantity	Unit Price	Factor	Total
				Installation	250.00	x 2.20	x 1.0953	= \$602.42

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 06</b>								
84	06110	8341		LF	2"x4" (5cm x 10cm) Treated Blocking To Steel	\$238.23		
					Quantity	Unit Price	Factor	Total
				Installation	125.00	x 1.74	x 1.0953	= \$238.23
85	06110	9312		LF	1"x2" (2.5cm x 5cm) Light Framing And Furring	\$1,824.77		
					Quantity	Unit Price	Factor	Total
				Installation	1,700.00	x 0.98	x 1.0953	= \$1,824.77
86	06160	1104		SF	5/8" (16mm) Thick CDX Plywood Roof Decking Note: Applied To Wood Rafters	\$1,754.67		
					Quantity	Unit Price	Factor	Total
				Installation	1,800.00	x 0.89	x 1.0953	= \$1,754.67
87	06160	1405		SF	3/4" (19mm) Thick Plywood Underlayment BC Grade Subfloor	\$1,172.70		
					Quantity	Unit Price	Factor	Total
				Installation	1,203.00	x 0.89	x 1.0953	= \$1,172.70
88	06160	1405	1411	SF	For Fire Retardant Treatment, Add	\$566.59		
					Quantity	Unit Price	Factor	Total
				Installation	1,203.00	x 0.43	x 1.0953	= \$566.59
89	06170	1014		LF	41'-48' (12.5m-14m) Span, 20 PSF Live Load Top And Bottom Chords Note: 1 to 4 in 12 Pitch	\$9,975.99		
					Quantity	Unit Price	Factor	Total
				Installation	900.00	x 10.12	x 1.0953	= \$9,975.99
90	06170	2006		EA	30'-34' (9.1-10.3m) Fink/King Post Type Pre-Assembled Wood Truss Note: 4:12 Slope	\$4,998.95		
					Quantity	Unit Price	Factor	Total
				Installation	25.00	x 182.56	x 1.0953	= \$4,998.95
91	06170	2006	2422	EA	For 6 To 12 Slope, Add	\$162.93		
					Quantity	Unit Price	Factor	Total
				Installation	25.00	x 5.95	x 1.0953	= \$162.93
92	06170	2006	2423	EA	For 7 To 12 Slope, Add	\$418.95		
					Quantity	Unit Price	Factor	Total
				Installation	50.00	x 7.65	x 1.0953	= \$418.95
93	06220	1004		LF	1"x8" (2.5cm x 20cm) Pine Fascia, Trim Exterior	\$433.74		
					Quantity	Unit Price	Factor	Total
				Installation	200.00	x 1.98	x 1.0953	= \$433.74
94	06450	3003		LF	2"x10" Fascia Board, #1 Select, S4S	\$503.84		
					Quantity	Unit Price	Factor	Total
				Installation	200.00	x 2.30	x 1.0953	= \$503.84
<b>Subtotal for Section - 06:</b>						<b>\$24,512.29</b>		
<b>Section - 07</b>								
95	07210	2003		SF	6" Kraft Faced, R19 Mineral Batt Insulation	\$1,741.53		
					Quantity	Unit Price	Factor	Total
				Installation	1,500.00	x 1.06	x 1.0953	= \$1,741.53
96	07213	1071		SF	1/2" (13mm) Perlite, R1.32 Rigid Insulation	\$657.18		
					Quantity	Unit Price	Factor	Total
				Installation	800.00	x 0.75	x 1.0953	= \$657.18
97	07213	1071	1292	SF	For Mechanically Fastened To Wood, Add	\$43.81		
					Quantity	Unit Price	Factor	Total
				Installation	800.00	x 0.05	x 1.0953	= \$43.81
98	07215	1003		SF	2" Foam Spray, R8 Polystyrene Insulation	\$2,384.94		
					Quantity	Unit Price	Factor	Total
				Installation	1,203.00	x 1.81	x 1.0953	= \$2,384.94

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 07</b>								
99	07310	1204		SQ	Architectural Asphalt/Fiberglass Shingles, 40 Year Warranty	\$2,168.15		
					Quantity	Unit Price	Factor	Total
				Installation	10.00 x	197.95 x	1.0953 =	\$2,168.15
100	07310	2301		SQ	EPDM Rubber Ice/Snow Barrier (WR Grace)	\$691.02		
					Quantity	Unit Price	Factor	Total
				Installation	10.00 x	63.09 x	1.0953 =	\$691.02
101	07410	4315		LF	Ridge Flashing	\$713.70		
					Quantity	Unit Price	Factor	Total
				Installation	60.00 x	10.86 x	1.0953 =	\$713.70
102	07410	4534		LF	Hip Flashing	\$450.99		
					Quantity	Unit Price	Factor	Total
				Installation	25.00 x	16.47 x	1.0953 =	\$450.99
103	07533	4003		SQ	80 Mil Fully Adhered TPO Membrane Roofing Note: Includes adhesive.	\$1,679.49		
					Quantity	Unit Price	Factor	Total
				Installation	8.00 x	191.67 x	1.0953 =	\$1,679.49
104	07620	2203		EA	Stainless Steel Scupper Outlets, 4" To 8" x 8" x 5" Tapered	\$155.06		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	141.57 x	1.0953 =	\$155.06
105	07620	3421		LF	12-14" Wide (Stretch-out), 0.04" Thick Aluminum Coping System, Mill Finish With Galvanized Steel Cleats	\$2,175.32		
					Quantity	Unit Price	Factor	Total
				Installation	157.00 x	12.65 x	1.0953 =	\$2,175.32
106	07620	3421	3431	LF	For 6-8" (15 cm To 20 cm) Width (Stretch-out), Deduct	-\$393.79		
					Quantity	Unit Price	Factor	Total
				Installation	157.00 x	-2.29 x	1.0953 =	-\$393.79
<b>Subtotal for Section - 07:</b>						<b>\$12,467.40</b>		
<b>Section - 08</b>								
107	08110	1115		EA	3'x6'-8" Through 7'-2"x4-3/4" Deep Metal Door Frame, 16 Gauge	\$1,519.75		
					Quantity	Unit Price	Factor	Total
				Installation	8.00 x	173.44 x	1.0953 =	\$1,519.75
108	08110	1115	1352	EA	For Welded Frames, Add	\$394.31		
					Quantity	Unit Price	Factor	Total
				Installation	8.00 x	45.00 x	1.0953 =	\$394.31
109	08110	1115	1358	EA	For 1-1/2 Hour Rating, Add	\$268.96		
					Quantity	Unit Price	Factor	Total
				Installation	7.00 x	35.08 x	1.0953 =	\$268.96
110	08110	1115	1359	EA	For 3 Hour Rating, Add	\$48.04		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	43.86 x	1.0953 =	\$48.04
111	08110	3338		EA	4'x7'x1-3/4" 16 Gauge Metal Door (Unrated)	\$450.07		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	410.91 x	1.0953 =	\$450.07
112	08110	3338	3918	EA	For 2 Hour To 2-1/2 Hour Rated Door And FM Label, Add	\$102.28		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	93.38 x	1.0953 =	\$102.28
113	08210	3414		EA	3'x7'x1-3/4" Solid Core, Birch Faced Door	\$1,052.77		
					Quantity	Unit Price	Factor	Total
				Installation	7.00 x	137.31 x	1.0953 =	\$1,052.77

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 08</b>								
114	08210	3414	3498	EA	For Commercial Grade 1 Hour Fire Rated Door, Add	\$649.17		
					Quantity	Unit Price	Factor	Total
				Installation	7.00 x	84.67 x	1.0953 =	\$649.17
115	08420	1008		PR	6'x7'x1" Thick Glass Entrance Door, Full Glass, Tempered, Including Trim And Hardware (Per Pair 3'x7'x1")	\$9,870.82		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	9,011.98 x	1.0953 =	\$9,870.82
116	08420	2002		LF	Glass Entrance Door, Heavy Weight Aluminum Frame, 1/8"x17" Shaped Jamb - Head	\$2,526.86		
					Quantity	Unit Price	Factor	Total
				Installation	150.00 x	15.38 x	1.0953 =	\$2,526.86
117	08520	1102		SF	Aluminum Casement Windows, Fixed, Standard Brush Finish, Grade "HC"	\$7,146.83		
					Quantity	Unit Price	Factor	Total
				Installation	450.00 x	14.50 x	1.0953 =	\$7,146.83
118	08710	1161		PR	5" x 5" Brass/Bronze Extra Heavy Duty Butt Hinges, Full Mortise	\$998.59		
					Quantity	Unit Price	Factor	Total
				Installation	15.00 x	60.78 x	1.0953 =	\$998.59
119	08710	1161	1267	PR	For Pair Of Non-Removable Pins, Add	\$98.58		
					Quantity	Unit Price	Factor	Total
				Installation	15.00 x	6.00 x	1.0953 =	\$98.58
120	08710	2122		EA	Door Bumper, Convex Or Convex Heavy Duty Wall Type, Cast Brass 2-1/2" Diameter	\$109.95		
					Quantity	Unit Price	Factor	Total
				Installation	7.00 x	14.34 x	1.0953 =	\$109.95
121	08710	2322		EA	Door Holder, Aluminum Wall Type	\$320.81		
					Quantity	Unit Price	Factor	Total
				Installation	10.00 x	29.29 x	1.0953 =	\$320.81
122	08710	5101		EA	Surface Mounted Standard Duty Door Closer - LCN 1460 Series	\$1,940.87		
					Quantity	Unit Price	Factor	Total
				Installation	10.00 x	177.20 x	1.0953 =	\$1,940.87
123	08710	6116		EA	Mortise Lockset F08 For Front Door	\$837.77		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	382.44 x	1.0953 =	\$837.77
124	08710	6116	6122	EA	For Oxidized Satin Bronze, Oil Rubbed, US10B (BHMA 613), Add	\$23.53		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	10.74 x	1.0953 =	\$23.53
125	08710	6213		EA	Entry Lockset F41	\$2,339.54		
					Quantity	Unit Price	Factor	Total
				Installation	7.00 x	305.14 x	1.0953 =	\$2,339.54
126	08710	6213	6122	EA	For Oxidized Satin Bronze, Oil Rubbed, US10B (BHMA 613), Add	\$64.56		
					Quantity	Unit Price	Factor	Total
				Installation	7.00 x	8.42 x	1.0953 =	\$64.56
127	08730	1003		LF	Aluminum Threshold With Grit, Up To 5-3/4" Width	\$275.75		
					Quantity	Unit Price	Factor	Total
				Installation	12.00 x	20.98 x	1.0953 =	\$275.75
<b>Subtotal for Section - 08:</b>						<b>\$31,039.81</b>		
<b>Section - 09</b>								
128	09110	1003		SF	3-5/8" Metal Stud Channel, 16" On Center, 25 Gauge Cold Roll, With Tracks And Runners	\$265.06		
					Quantity	Unit Price	Factor	Total
				Installation	200.00 x	1.21 x	1.0953 =	\$265.06

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 09</b>								
129	09110	4003		SF	4" Metal Framing Stud, 16" On Center, 16 Gauge, With Tracks And Runners	\$2,461.14		
					Quantity	Unit Price	Factor	Total
				Installation	700.00 x	3.21 x	1.0953 =	\$2,461.14
130	09220	1102		SF	Two Coat Troweled Stucco, Scratch/Brown Note: Excludes lath and felt. Interior or exterior, one side.	\$5,739.37		
					Quantity	Unit Price	Factor	Total
				Installation	4,000.00 x	1.31 x	1.0953 =	\$5,739.37
131	09250	1103		SF	5/8" Drywall, One Layer, One Face On Wood Or Metal Studs Or Furring, (16 mm)	\$481.93		
					Quantity	Unit Price	Factor	Total
				Installation	550.00 x	0.80 x	1.0953 =	\$481.93
132	09250	4101		SF	Tape, Spackle And Finish Drywall Walls Up To 10' Height	\$132.53		
					Quantity	Unit Price	Factor	Total
				Installation	550.00 x	0.22 x	1.0953 =	\$132.53
133	09250	4401		LF	Tape, Spackle And Finish Horizontal Drywall Corners Up To 10' Height. Note: Inside or outside drywall corners.	\$79.74		
					Quantity	Unit Price	Factor	Total
				Installation	140.00 x	0.52 x	1.0953 =	\$79.74
134	09310	1002		SF	Unmounted Floor Tile, 8"x8" And Larger Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.	\$653.89		
					Quantity	Unit Price	Factor	Total
				Installation	100.00 x	5.97 x	1.0953 =	\$653.89
135	09310	1002	1011	SF	For Quantities > 50 To 250, Add	\$35.05		
					Quantity	Unit Price	Factor	Total
				Installation	100.00 x	0.32 x	1.0953 =	\$35.05
136	09310	2002		SF	Unmounted Wall Tile, 8"x8" And Larger Note: Includes glazed porcelain, unglazed porcelain and glazed ceramic tiles.	\$1,386.65		
					Quantity	Unit Price	Factor	Total
				Installation	200.00 x	6.33 x	1.0953 =	\$1,386.65
137	09511	1101		SF	2' x 2' x 5/8" Fiberglass Acoustical Ceiling Panel	\$1,093.65		
					Quantity	Unit Price	Factor	Total
				Installation	1,203.00 x	0.83 x	1.0953 =	\$1,093.65
138	09540	1002		SF	T Bar Ceilings Suspension System 2'x 2', Standard 15/16"	\$1,752.47		
					Quantity	Unit Price	Factor	Total
				Installation	1,203.00 x	1.33 x	1.0953 =	\$1,752.47
139	09650	3113		SF	Solid Color Vinyl Composition Tile 1/8" Thick	\$1,436.96		
					Quantity	Unit Price	Factor	Total
				Installation	1,161.00 x	1.13 x	1.0953 =	\$1,436.96
140	09650	3113	3181	SF	For Premium Grade Vinyl Tile, Add	\$241.61		
					Quantity	Unit Price	Factor	Total
				Installation	1,161.00 x	0.19 x	1.0953 =	\$241.61
141	09650	3341		LF	1/8" Rubber Base, Group 1, 4" High Black, Russet And Umber	\$241.51		
					Quantity	Unit Price	Factor	Total
				Installation	150.00 x	1.47 x	1.0953 =	\$241.51
142	09910	1607		SF	Paint Exterior Stucco Surfaces One Coat Primer, Sprayed	\$1,358.17		
					Quantity	Unit Price	Factor	Total
				Installation	4,000.00 x	0.31 x	1.0953 =	\$1,358.17
143	09910	1609		SF	Paint Exterior Stucco Surfaces, Two Coats Paint, Sprayed	\$2,760.16		
					Quantity	Unit Price	Factor	Total
				Installation	4,000.00 x	0.63 x	1.0953 =	\$2,760.16

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 09</b>								
144	09910	4106		LF	Paint Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work	\$149.51		
					Quantity	Unit Price	Factor	Total
				Installation	175.00 x	0.78 x	1.0953 =	\$149.51
					7 interior doors (3 x 7) and 1 exterior door (4 x 7)			
145	09910	4316		EA	Paint Exterior Door, Both Faces, 2 Coats Paint, Brush/Roller Work	\$50.57		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	46.17 x	1.0953 =	\$50.57
146	09920	1415		SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work	\$226.73		
					Quantity	Unit Price	Factor	Total
				Installation	900.00 x	0.23 x	1.0953 =	\$226.73
147	09920	1415	3305	SF	For Quantities > 5000 To 10000 (> 464.5 m2 To 929.0 m2), Deduct	\$-109.53		
					Quantity	Unit Price	Factor	Total
				Installation	5,000.00 x	-0.02 x	1.0953 =	\$-109.53
148	09920	1417		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work	\$453.45		
					Quantity	Unit Price	Factor	Total
				Installation	900.00 x	0.46 x	1.0953 =	\$453.45
149	09920	1417	3305	SF	For Quantities > 5000 To 10000 (> 464.5 m2 To 929.0 m2), Deduct	\$-273.83		
					Quantity	Unit Price	Factor	Total
				Installation	5,000.00 x	-0.05 x	1.0953 =	\$-273.83

**Subtotal for Section - 09: \$20,616.79**

<b>Section - 10</b>								
150	10440	8421		IN	For Braille Characters On Custom Signage (4 Characters Per Inch)	\$42.17		
					Quantity	Unit Price	Factor	Total
				Installation	50.00 x	0.77 x	1.0953 =	\$42.17
151	10440	8431		EA	Symbol With Message , 10-1/2"x10-1/2" Panel (Accessible Entrance)	\$232.95		
					Quantity	Unit Price	Factor	Total
				Installation	4.00 x	53.17 x	1.0953 =	\$232.95
152	10521	3006		EA	30# (14 kg) Dry Chemical Extinguisher, Red Steel	\$407.06		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	185.82 x	1.0953 =	\$407.06
153	10810	1139		EA	Recessed Multi Roll Toilet Tissue Dispenser, Satin-finished Stainless Steel, Plated Steel dispensing mechanism, Tumbler lock, Bobrick Model B-3888	\$177.92		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	81.22 x	1.0953 =	\$177.92
154	10810	1155		EA	Surface Mounted Soap Dispenser, 40 fl oz. Capacity, Bobrick Model B-4112	\$123.55		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	56.40 x	1.0953 =	\$123.55
155	10810	1426		EA	42" Stainless Steel, 1-1/4" Diameter Grab Bar Note: Snap-On Flange, With Concealed Set Screw.	\$74.13		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	33.84 x	1.0953 =	\$74.13
156	10810	1455		EA	36" Stainless Steel, 1-1/2" Diameter Grab Bar Note: Snap-On Flange, With Concealed Set Screw.	\$67.19		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	30.67 x	1.0953 =	\$67.19
157	10810	2408		EA	Surface Mounted 48"x36" Mirror And Shelf	\$870.59		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	397.42 x	1.0953 =	\$870.59

**Subtotal for Section - 10: \$1,995.56**

**Section - 13**

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 13</b>								
158	13851	1724		EA	Simplex Fire Alarm Package, 4020-8001 Control Panel, 127 Addressable Points	\$9,353.84		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	8,539.98 x	1.0953 =	\$9,353.84
159	13910	1101		EA	Pendant Brass Sprinkler Heads With Escutcheon	\$369.44		
					Quantity	Unit Price	Factor	Total
				Installation	10.00 x	33.73 x	1.0953 =	\$369.44
<b>Subtotal for Section - 13:</b>						<b>\$9,723.28</b>		
<b>Section - 15</b>								
160	15061	2313		LF	3/4" (19 mm) ASTM A-53 Pipe, Schedule 40, Threaded And Coupled, Includes All Couplings. Does Not Include Hangers And Elbow, Tee And Reducer Fittings.	\$738.23		
					Quantity	Unit Price	Factor	Total
				Installation	200.00 x	3.37 x	1.0953 =	\$738.23
161	15061	2316		LF	1-1/2" (37 mm) ASTM A53 Pipe, Schedule 40, Threaded And Coupled, Includes All Couplings. Does Not Include Hangers And Elbow, Tee And Reducer Fittings.	\$616.65		
					Quantity	Unit Price	Factor	Total
				Installation	100.00 x	5.63 x	1.0953 =	\$616.65
162	15061	2318		LF	2-1/2" (60 mm) ASTM A53 Pipe, Schedule 40, Threaded And Coupled, Include All Couplings. Does Not Including Hangers And Elbow, Tee And Reducer Fittings.	\$765.94		
					Quantity	Unit Price	Factor	Total
				Installation	70.00 x	9.99 x	1.0953 =	\$765.94
163	15064	2101		LF	1-1/2" (38 mm) ABS-PVC DWV Pipe Schedule 40, Prices Include All Hangers And Couplings, Elbow, Tee, Reducer Fittings. All Hangers Are Complete Assemblies. Hangers Every 4 Feet And At Change Of Directions And Trap Arms.	\$958.39		
					Quantity	Unit Price	Factor	Total
				Installation	100.00 x	8.75 x	1.0953 =	\$958.39
164	15064	3231		EA	1-1/2" Tee - Sanitary ABS-PVC Schedule 40	\$32.33		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	14.76 x	1.0953 =	\$32.33
165	15064	3411		EA	1-1/2" Cleanout Adapter And Plug, ABS-PVC Schedule 40	\$24.32		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	11.10 x	1.0953 =	\$24.32
166	15064	3441		EA	1-1/2" Coupling ABS-PVC Schedule 40	\$184.45		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	8.42 x	1.0953 =	\$184.45
167	15064	6155		EA	1-1/2" 45 Degree Elbow, PVC Schedule 40 Socket Weld	\$351.37		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	16.04 x	1.0953 =	\$351.37
168	15064	6285		EA	1-1/2" Female Adapter, PVC Schedule 40 Socket Weld X Female Thread	\$339.54		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	15.50 x	1.0953 =	\$339.54
169	15064	6315		EA	1-1/2" Coupling, PVC Schedule 40 Socket Weld	\$337.79		
					Quantity	Unit Price	Factor	Total
				Installation	20.00 x	15.42 x	1.0953 =	\$337.79
170	15064	6355		EA	1-1/2" Cap, PVC Schedule 40 Socket Weld	\$33.84		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	15.45 x	1.0953 =	\$33.84
171	15064	9111		LF	1/2" Pipe Schedule 80 CPVC	\$399.24		
					Quantity	Unit Price	Factor	Total
				Installation	150.00 x	2.43 x	1.0953 =	\$399.24
172	15424	1204		EA	12 KW Instantaneous Electric Water Heater 480V Interrupter And Low Water Cutoff	\$1,571.51		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	1,434.78 x	1.0953 =	\$1,571.51

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 15</b>								
173	15440	1102		EA	Rough-in Water Closet, Wall Mounted, Single Fixture Including Cast Iron Waste Pipe And Vent And Copper Domestic Supply, Not Including Fixture, Flush Valve Or Wall Carrier	\$1,032.19		
					Quantity	Unit Price	Factor	Total
				Installation	2.00	x 471.19	x 1.0953	= \$1,032.19
174	15440	1105		EA	Rough-in Lavatory, Wall Mounted, Single Fixture Including Cast Iron Waste Pipe And Vent And Copper Domestic Supply, Not Including Fixture, Faucet Or Wall Carrier	\$537.55		
					Quantity	Unit Price	Factor	Total
				Installation	2.00	x 245.39	x 1.0953	= \$537.55
175	15451	1121		EA	Flush Valve Water Closet, Wall Hung, Elongated Note: Vitreous china with siphon jet, manual flush valve, wall outlet, and seat.	\$1,386.67		
					Quantity	Unit Price	Factor	Total
				Installation	2.00	x 633.01	x 1.0953	= \$1,386.67
176	15451	1512		EA	20" x 16" Wall Hung Lavatory, Porcelain Enameled Cast Iron	\$690.85		
					Quantity	Unit Price	Factor	Total
				Installation	2.00	x 315.37	x 1.0953	= \$690.85
177	15454	1204		EA	Stainless Steel Wall-Mounted Vandal Resistant Water Cooler with bubbler, 8 GPH (Halsey-Taylor SW8A-VR-Q-SS)	\$969.42		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 685.07	x 1.0953	= \$969.42
178	15770	5206		EA	5 Ton Indoor Section Split System Air Conditioning Packaged Unit, Horizontal Upflow	\$1,384.52		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 1,264.06	x 1.0953	= \$1,384.52
179	15776	1203		EA	17400 CFM Evaporative Cooling Unit, 7.5 HP	\$3,212.62		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 2,933.10	x 1.0953	= \$3,212.62
180	15828	4013		EA	52" x 52" Roof Curb	\$610.35		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 557.24	x 1.0953	= \$610.34
181	15829	1304		EA	300 CFM - 375 SF Max Bathroom Exhaust Fan, 120V 60 Hz, Anodized Aluminum Finish	\$732.41		
					Quantity	Unit Price	Factor	Total
				Installation	2.00	x 334.34	x 1.0953	= \$732.41
182	15834	1207		EA	3500 CFM Multizone Air Handling Unit, Built-Up, Horizontal / Vertical, Draw-Through Fan	\$5,541.92		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 5,059.73	x 1.0953	= \$5,541.92
183	15840	5217		LF	12" Fiberglass Duct	\$4,262.09		
					Quantity	Unit Price	Factor	Total
				Installation	125.00	x 31.13	x 1.0953	= \$4,262.09
<b>Subtotal for Section - 15:</b>						<b>\$26,714.19</b>		
<b>Section - 16</b>								
184	16115	1138		EA	Double Duplex/Single Receptacle Power Cover, Add-On	\$171.48		
					Quantity	Unit Price	Factor	Total
				Installation	8.00	x 19.57	x 1.0953	= \$171.48
185	16120	1229		MLF	#2 AWG Cable - XLP (XHHW), 600 V, Single Stranded, Placed In Conduit	\$3,100.16		
					Quantity	Unit Price	Factor	Total
				Installation	1.00	x 2,830.42	x 1.0953	= \$3,100.16
186	16120	1543		MLF	#12 AWG Cable Type SFF-2 600 V Copper, Single Stranded, Placed In Conduit	\$371.39		
					Quantity	Unit Price	Factor	Total
				Installation	0.25	x 1,356.32	x 1.0953	= \$371.39

Rec#	Sect.	Item	Mod.	UOM	Description	Line Total		
<b>Section - 16</b>								
203	16170	2257		EA	800 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 600 V, 3 Phase	\$7,154.69		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	6,532.17 x	1.0953 =	\$7,154.69
204	16330	2952		EA	30 KVA, 480 V - 208 Y / 120 V Transformer, 3 Phase, 60 Hz, K20	\$3,148.28		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	2,874.35 x	1.0953 =	\$3,148.28
205	16452	1003		EA	3/4" Diameter x 10' Long Copper-Clad Ground Rods	\$136.82		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	62.46 x	1.0953 =	\$136.82
206	16470	8205		EA	125-400 A, Type LBB, 2 Pole Circuit Breaker Panel Mounted, WRI, 600 V, Molded Case	\$1,398.83		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	1,277.12 x	1.0953 =	\$1,398.83
207	16471	6252		EA	125 A Main Breaker, Indoor, 18 Circuit, 3 Wire, 20 Amp, 120/240 V, 1 Phase, Including 1 Pole Plug-In Breaker.	\$740.12		
					Quantity	Unit Price	Factor	Total
				Installation	1.00 x	675.72 x	1.0953 =	\$740.12
208	16501	1302		EA	Fluorescent Lamp For Exit Light	\$46.07		
					Quantity	Unit Price	Factor	Total
				Installation	3.00 x	14.02 x	1.0953 =	\$46.07
209	16501	1463		EA	"U" - 40 Watt, Rapid Start Fluorescent, T12	\$700.55		
					Quantity	Unit Price	Factor	Total
				Installation	30.00 x	21.32 x	1.0953 =	\$700.55
210	16510	1332		EA	2' x 2' Lay-In/Troffer Prismatic Lens Fluorescent Fixture, (4T8) Note: With electronic ballast.	\$2,563.66		
					Quantity	Unit Price	Factor	Total
				Installation	15.00 x	156.04 x	1.0953 =	\$2,563.66
211	16524	1101		EA	Post Top 300 Watt Incandescent Walkway Fixture	\$475.58		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	217.10 x	1.0953 =	\$475.58
212	16530	1124		EA	Exit Sign McPhilben Model ER30L-C-2-12/27	\$316.83		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	144.63 x	1.0953 =	\$316.83
213	16775	1001		MLF	Category 5, 4 Pair PVC Shielded Cable	\$1,524.94		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	696.13 x	1.0953 =	\$1,524.94
214	16775	1009		EA	RJ45 Connections, Shielded	\$46.00		
					Quantity	Unit Price	Factor	Total
				Installation	8.00 x	5.25 x	1.0953 =	\$46.00
215	16620	5202		EA	Duplex GFI Receptacle	\$145.46		
					Quantity	Unit Price	Factor	Total
				Installation	2.00 x	66.40 x	1.0953 =	\$145.46

**Subtotal for Section - 16: \$28,043.08**

**Proposal Total \$299,813.80**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 0.00%**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID AS  
ALLSI03

DATE (MM/DD/YYYY)  
09/02/09

<b>PRODUCER</b> Gateway Insurance Agency West Palm Beach Branch 4524 Gun Club Road - A101 West Palm Beach FL 33415 Phone: 561-964-9190 Fax: 561-964-9401	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  All Site Construction, Inc. Attn: Mr. Ezra Saffold 101 E. Blue Heron Blvd., 203 Riviera Beach FL 33404	INSURER A: National Union Fire Insurance	
	INSURER B: Mid-Continent Casualty Co.	
	INSURER C: Nationwide	37877
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ACCT LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04GL00744794	01/26/09	01/26/10	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ 100000
	C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	5904092110	08/13/09	08/13/10
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WC6977701	07/02/09	07/02/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 100000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Project in description: Lindsey Davis Community Center  
 City of Riviera Beach is included as additional insured as pertains to the general liability only as per form ML1081 attached.

<b>CERTIFICATE HOLDER</b>  CITRI03  City of Riviera Beach 600 W. Blue Heron Blvd. Riviera Beach FL 33404	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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FEB-28-2008 THU 04:38 PM GATEWAY INSURANCE

FAX NO. 561 984 9401

P. 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Person or Organization:**

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability directly attributable to your performance of ongoing operations for that insured.



**FIRST SEALORD SURETY, INC.**

Principal Office  
789 E. Lancaster Avenue  
Villanova, PA 19085  
610.664.2324

**PERFORMANCE BOND**

Bond No. 09-8187

KNOW ALL MEN BY THESE PRESENTS that we, ALL-SITE CONSTRUCTION, INC.

as Principal (hereinafter called Contractor), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto

CITY OF RIVIERA BEACH, FLORIDA  
600 West Blue Heron Blvd., Riviera Beach, Florida 33404

as Obligee (hereinafter called Owner), in the amount of Two Hundred Ninety Nine Thousand Eight Hundred Thirteen and 80/100 \*\*\*\*\* Dollars (\$ 299,813.80 )

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ (dated no later than this bond), entered into a contract with Owner for Addition to Lindsey Davis Community Center

the total contract amount being \$299,813.80 and in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner. Whenever Contractor shall be, and declared by Owner to be in default and terminated under the Contract, Owner having performed Owner's obligations thereunder, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this 2nd day of SEPTEMBER, 20 09.

**ALL-SITE CONSTRUCTION, INC**

PRINCIPAL (Seal)

By: Ezra Saffold Pres.  
**EZRA SAFFOLD, PRESIDENT** (Title)

FIRST SEALORD SURETY, INC.

By: Gladys Keith  
**GLADYS KEITH** (Attorney-in-Fact)

\_\_\_\_\_  
(Witness)

Muhle Council  
(Witness)

**First Sealord Surety, Inc.  
Power of Attorney**

Power No: MIA-0495-09-02978

**KNOW ALL MEN BY THESE PRESENTS:** That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint  
**Michele Council and/or Gladys Keith all of Lake Placid, Florida**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

\*\*\*\*\* Not To Exceed Five Million Dollars-----(\$5,000,000.00) \*\*\*\*\*

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

**Section 12-1.** Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

**IN WITNESS WHEREOF,** First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

*Gary L. Bragg*

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

*Joel D. Cooperman*

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania  
County of Montgomery

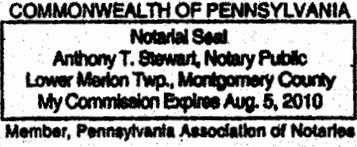
On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

*Anthony T. Stewart*

- Notary Public



**CERTIFICATE**

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 20th day of Sept, 2004

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-8187), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

*Gary L. Bragg*  
Gary L. Bragg, Secretary



**FIRST SEALORD SURETY, INC.**

Principal Office  
789 E. Lancaster Avenue  
Villanova, PA 19085  
610.664.2324

**LABOR & MATERIAL PAYMENT BOND**

Bond No. 09-8187

KNOW ALL MEN BY THESE PRESENTS that we, ALL-SITE CONSTRUCTION, INC.

as Principal (hereinafter called Principal), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto

CITY OF RIVIERA BEACH, FLORIDA

600 BLUE HERON BLVD., RIVIERA BEACH, FLORIDA 33404

as Oblige (hereinafter called Owner), for the use and benefit of claimants as herein below defined, in the amount of Two Hundred Ninety Nine Thousand Eight Hundred Thirteen and 80/100 \*\*\* Dollars (\$ 299,813.80 )

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ (dated no later than this bond), entered into a contract with Owner for Addition to Lindsey Davis Community Center

the total contract amount being \$299,813.80 in accordance with drawings and specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Principal or with a Subcontractor of Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: Principal, Owner, or Surety above named, within ninety (90) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Principal, Owner, or Surety, at any place where an office is regularly maintained for the transactions of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which the claimant last supplied labor or material or both, used or reasonably required for use in the performance of the Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed, sealed and dated this 2nd day of SEPTEMBER, 2009.

**ALL-SITE CONSTRUCTION, INC.**

PRINCIPAL (Seal)

By: Ezra Saffold  
EZRA SAFFOLD, PRESIDENT (Title)

FIRST SEALORD SURETY, INC.

By: Gladys Keith  
GLADYS KEITH (Attorney-in-Fact)

\_\_\_\_\_  
(Witness)

Michele Connal  
(Witness)

First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0495-09-02978

(NOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the Company) has made, constituted and appointed, and by these presents does make, constitute and appoint Michele Council and/or Gladys Keith all of Lake Placid, Florida its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

\*\*\*\*\* Not To Exceed Five Million Dollars-----(\$5,000,000.00) \*\*\*\*\*

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



Attest:

Signature of Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Signature of Joel D. Cooperman, Vice President

Joel D. Cooperman, Vice President

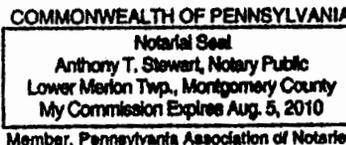
Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



Signature of Anthony T. Stewart, Notary Public

- Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 20th day of Sept, 2003

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-9187), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Signature of Gary L. Bragg, Secretary

Gary L. Bragg, Secretary

Original Copy

RESOLUTION NO. 18-09 \_ \_ \_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA IN SUPPORT OF THAT CERTAIN PERMIT SUBMITTED BY THE FLORIDA INLAND NAVIGATION DISTRICT AUTHORIZING THE MAINTENANCE DREDGING AND DEEPENING OF THE ATLANTIC INTRACOASTAL WATERWAY ALONG A PORTION OF THE RIVIERA BEACH WATERFRONT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Riviera Beach ("CITY") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, The Florida Inland Navigation District ("FIND") is a Special State Taxing District for the continued management and maintenance of the Atlantic Intracoastal Waterway; and

**WHEREAS**, the City with significant input from its residents has approved a Redevelopment Plan that provides in part for a working waterfront along its coast in the area North of the Port of Palm Beach; and

**WHEREAS**, the current depth of the Atlantic Intracoastal Waterway ("AICWW") along the City's waterfront is not sufficiently deep and limits the economic recovery and revitalization of the City's waterfront; and

**WHEREAS**, FIND has submitted a permit application that includes maintenance dredging and deepening of the AICWW from the Port of Palm Beach north for approximately 3250 linear feet. Said deepening is needed to support the economic revitalization of the Riviera Beach waterfront as well as the Palm Beach County and South Florida area.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The City Council finds that it is in the best interest of the City to support FIND's permit application and urges all appropriate government agencies to assist in obtaining the necessary approvals consistent with said permit application.

**SECTION 3.** This resolution shall take effect immediately upon its approval.

RESOLUTION NO. 18 09  
PAGE 2

PASSED AND APPROVED THIS 18 DAY OF February, 2009.

APPROVED:

Thomas A. Mack

[Signature]  
CEDRICK A. THOMAS  
CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]  
DAWN S. PARDO  
CHAIR PRO-TEM

ATTEST

[Signature]  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

[Signature]  
JUDY L. DAVIS  
COUNCILPERSON

[Signature]  
LYNNE L. HUBBARD  
COUNCILPERSON

[Signature]  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: L. HUBBARD

C. THOMAS: AYE

D. PARDO: AYE

J. DAVIS: \_\_\_\_\_

L. HUBBARD: AYE

S. LOWE: \_\_\_\_\_

REVIEWED AS TO LEGAL  
SUFFICIENCY  
[Signature]  
CITY ATTORNEY  
CITY OF RIVIERA SEA H  
Date 2/18/09

RESOLUTION NO. 19-(

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF SEVEN (7) NEW VEHICLES AND MISCELLANEOUS EQUIPMENT INCLUDING: ONE (1) FORD F-250 PICKUP TRUCK WITH UTILITY BED FOR PROPERTY MAINTENANCE PIGGYBACKING ON THE FLORIDA SHERIFFS ASSOCIATION OF COUNTIES CONTRACT NUMBER 08-16-0908, ONE (1) FORD TRACTOR W/BUSH HOG FOR THE STREETS DIVISION PIGGYBACKING ON THE SCHOOL DISTRICT OF PALM BEACH COUNTY, ONE (1) STERLING ACCTERRA DUMP TRUCK FOR THE STREETS DIVISION PIGGYBACKING ON THE FLORIDA SHERIFF ASSOCIATION CONTRACT NUMBER 07-15-0827, ONE (1) FORD EXPLORER 4X4 FOR ADMINISTRATION, ONE (1) UTILITY CART FOR THE STREETS DIVISION, ONE (1) FORD F-250 PICKUP TRUCK WITH UTILITY BED FOR THE STREETS DIVISION AND ONE (1) FORD F-250 PICKUP TRUCK FOR THE STREETS DIVISION ALL PIGGYBACKING ON FLORIDA SHERIFFS ASSOCIATION OF COUNTIES CONTRACT NUMBER 08-16-0908, AND FUNDS WILL BE TAKEN FROM PUBLIC WORKS DEPARTMENT ADMINISTRATION DIVISION ACCOUNT 001-1123-534-0-6405 IN THE AMOUNT OF \$24,400.00, STREETS DIVISION ACCOUNT 001-1127-541-0-6405 IN THE AMOUNT OF \$158,703.00 STREETS DIVISION ACCOUNT AND PROPERTY MAINTENANCE DIVISION ACCOUNT 001-1128-519-0-4602 IN THE AMOUNT OF \$5,500.00 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are five vehicles that need to be replaced in the Public Works Department due to age, condition and maintenance history; and

WHEREAS, the Streets Division requires a tractor with a bush hog to be used as a part of everyday operations and a utility cart to be used during special events and in circumstances where vehicular access is not permitted; and

WHEREAS, the Property Maintenance Division requires a service call vehicle that will be used to respond to general service requests and is needed due to a current vehicle shortage.

RESOLUTION NO. 19-09

PAGE: 2

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

SECTION 1. That the Department of Public Works is authorized to replace and purchase one (1) Ford Explorer 4x4, one (1) Ford tractor with bush hog, one (1) utility cart, two (2) Ford F-250 Pickup trucks with utility beds, one (1) Ford F-250 pickup truck and one (1) Sterling Accterra dump truck for the Public Works Department (Administration, Streets and Property Maintenance) by piggybacking on Florida Sheriffs Association of Counties, Florida Sheriffs Association Contract and School Board of Palm Beach County.

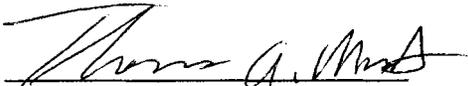
SECTION 2. The City Council authorizes the Finance Director to make payment for same from the Administration Division Account 001-1123-534-0-6405 in the amount of \$24,400.00, Streets Division Account 001-1127-541-0-6405 in the amount of \$158,703.00 and Property Maintenance Division Account 001-1128-519-0-4602 in the amount of \$5,500.00.

SECTION 3. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 11 day of February, 2009.  
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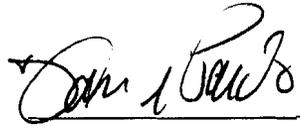
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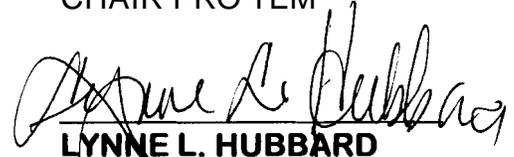
  
\_\_\_\_\_  
**THOMAS A. MASTERS**  
MAYOR

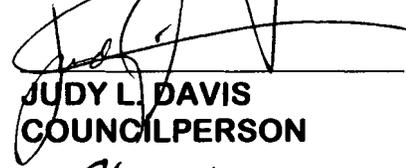
  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
CHAIRPERSON

ATTEST

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

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
**LYNNE L. HUBBARD**  
COUNCILPERSON

  
\_\_\_\_\_  
**JUDY L. DAVIS**  
COUNCILPERSON

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

MOTIONED BY: L. Hubbard

SECONDED BY: D. Pardo

C. THOMAS AYE

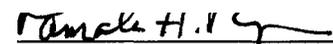
D. PARDO AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 2/9/09

RESOLUTION NO. 20-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF COMPUTERS, SERVERS, LAPTOPS, MONITORS AND OTHER MISCELLANEOUS COMPUTER HARDWARE AND SOFTWARE VIA VENDORS AND CONTRACT PRICES LISTED ON THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, NATIONAL JOINT POWERS ALLIANCE, U. S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE AND SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP PURCHASING AGREEMENTS ON AN AS NEEDED BASIS, AND ALSO TO TAKE ADVANTAGE OF SPECIAL PRICING AND DISCOUNTS FROM THESE VENDORS, WITH AN ESTIMATED ANNUAL AMOUNT OF \$149,900 AS BUDGETED FROM VARIOUS CITY ACCOUNTS, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff needs to purchase computers, servers, laptops, monitors and other miscellaneous computer hardware and software products for new department requirements and to replace items that have old and worn hardware components, operating systems and office productivity software that are not covered by service maintenance agreements; and

WHEREAS, staff wants the flexibility to purchase these items from the vendors listed on the State of Florida Department of Management Services, National Joint Powers Alliance, U. S. Communities Government Purchasing Alliance and Southeast Florida Governmental Purchasing Cooperative Group contracts, and also to take advantage of special vendor pricing and discounts that may afford better pricing than these contracts; and

WHEREAS, City Council authorizes the purchase of these computer-related hardware and software products on an as needed basis from the vendors listed in these contracts and this resolution shall be effective through June 30, 2012.

**RESOLUTION NO.** 20-09  
PAGE 2

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

**SECTION 1.** The City is authorized to purchase computer-related hardware and software from these vendors via the State of Florida Department of Management Services, National Joint Powers Alliance, U.S. Communities Government Purchasing Alliance and Southeast Florida Governmental Purchasing Cooperative Group contracts, and also to take advantage of special vendor pricing and discounts that may afford better pricing than these contracts, on an as needed basis, with total annual estimated expenditures of \$149,900 as budgeted from various City budget accounts.

**SECTION 2.** Payment for same shall be made from various City department operating accounts as budgeted.

**SECTION 3.** This Resolution shall take effect upon its passage and approval by the City Council and be effective through June 30, 2012.

**PASSED and APPROVED this 18 day of February, 2009.**

RESOLUTION NO. 20-09  
PAGE 3

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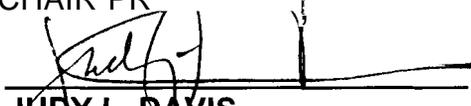
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PR

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

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

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 2/10/09

# PURCHASING AGREEMENTS CONTRACTS MATRIX

	A	B	C	E
3	<b>Southeast Florida Governmental Purchasing Cooperative Group</b>			
4	Vendor Name	Contract #	Contract Period Expires	Product / Service
5	Office Depot	218955	01/01/10	Office Supplies, Computers and Miscellaneous Computer Hardware and Software
7	<b>U.S. Communities Government Purchasing Alliance</b>			
8	Vendor Name	Contract #	Contract Period Expires	Product / Service
9	Office Depot	42595	01/01/10	Office Supplies, Computers and Miscellaneous Computer Hardware and Software
10	Tech Depot	RQ03-605674-16A	04/30/09	Technology Products and Solutions
11	GTSI	RQ03-605674-16A	04/30/09	Professional & Financial Information Technology Infrastructure Services & Servers
12				
13				
14	<b>State of Florida Department of Management Services</b>			
15	Vendor Name	Contract #	Contract Period Expires	Product / Service
16	IT Hardware - Network Infrastructure	250-000-09-1	09/07/11	IT Hardware - Network Infrastructure
17	PCs, Laptops and Monitors	250-040-08-1	02/28/11	PCs, Laptops and Monitors
18	Principle Technology: Microsoft Licenses, Maintenance & Services	255-001-01-1	03/31/09	Principle Technology: Microsoft Licenses, Maintenance & Services
20	<b>National Joint Powers Alliance</b>			
21	Vendor Name	Contract #	Contract Period Expires	Product / Service
22	CDW Government	110204	12/08/09	Computer/Technology Services, Equipment & Supplies
23	Staples Business Advantage	051506	07/20/10	Office Furniture
24	Staples Business Advantage	072005	08/01/10	Office and Computer Supplies and Printers
25				

RESOLUTION NO. 21-09 .

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING CITY STAFF TO DEVELOPMENT REGULATIONS FOR THE PROVISION OF ELECTRIC FENCES IN CONFORMANCE WITH THE LAND DEVELOPMENT CODE AND THE BUILDING CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31-547 of the City of Riviera Beach Land Development Code establishes the requirements for walls and fences throughout the City; and

WHEREAS, the Code does not provide regulations for Electric Fences; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety, and general welfare of the residents to develop regulations for Electric Fences.

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

SECTION 1. City Staff is directed to develop regulations for the provision of electric fences in conformance with the Land Development Code, said regulations to be reviewed by the Planning and Zoning Board before submittal to the City Council.

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

PASSED and APPROVED this

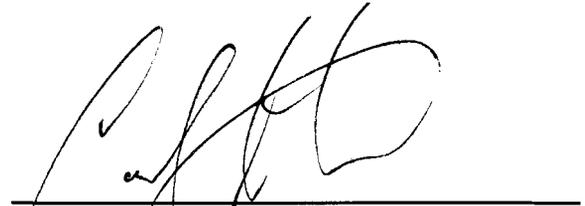
18

day of February, 2009.

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APPROVED:

  
MAS A. MASTERS

  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
CARRIE

  
DAWN S. PARDO  
CHAIR PRO TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
LYNNE L. HUBBARD  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: D. PARDO

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AyE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: -

RESOLUTION NO. 22-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF \$5,000 FROM THE DONATIONS ACCOUNT, A \$1,000 DONATION FROM JAYSON YOUNG; AND A \$1,000 DONATION FROM THE RIVIERA BEACH EDUCATION ADVISORY COMMITTEE TO PROVIDE SEVEN \$1,000 SCHOLARSHIPS FOR THE 2009-2010 SCHOOL YEAR; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$5,000 FROM THE DONATIONS ACCOUNT NO. 130-00-220128; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE DONATION FUNDS TO BE RECEIVED FROM JASON YOUNG AND THE RIVIERA BEACH EDUCATION ADVISORY COMMITTEE IN THE AMOUNT OF \$2,000 AND DISBURSE FUNDS FROM ACCOUNT NO. 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

**WAS NOT APPROVED AT THE FEBRUARY 18, 2009 REGULAR CITY COUNCIL MEETING**