RESOLUTION NO. 87-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR TRAFFIC CALMING PHASE IV TO S GROUP, INC. IN THE AMOUNT OF $85,943.03; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach solicited bids to implement Citywide Traffic Calming Phase IV which includes the installation of speed humps and one rumble strip; and

WHEREAS, the bids were opened on June 26, 2009 and S Group, Inc. was the lowest responsible bidder.

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

SECTION 1. The bid for Traffic Calming Phase IV is awarded to S Group, Inc. for $85,943.03.

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

SECTION 3. The City Manager is authorized to approve change orders in the amount not to exceed ten (10) percent of the contract amount.

SECTION 4. The Finance Director is authorized to make payment for same from account number 310-0716-541-0-6355.

SECTION 5. This resolution shall become effective upon its passage by the City Council.

PASSED AND APPROVED THIS 5 DAY OF August, 2009.

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

C. THOMAS	aye
D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
S. LOWE	out

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/23/09

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this 5 day of August, 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 S Group, 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 11-3694311.

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 installing traffic calming devices, 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, and telephone no. 561- 845-4061.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two 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 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.

C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – M/WBE PARTICIPATION

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

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

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 l6 - 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

600 West Blue Heron Boulevard
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

S Group, Inc.
1470 N. Congress Avenue, Suite 119
West Palm Beach, FL 33409

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 Traffic Calming Phase IV 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 speed humps and rumble strips 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 Traffic Calming Phase IV.

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

ARTICLE 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 contract manual. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and engineering plans and details. To the extent that there exists a conflict between this Contract and project 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.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS,
MAYOR

CONTRACTOR
S GROUP, INC.

BY: _____
MANUEL SANCHEZ
PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
(PRINT NAME & TITLE)
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: _____

EXHIBIT "A"

SCOPE OF WORK

The work under this contract consists of installing seventeen speed humps and one rumble strip on various City streets.

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.

BID PROPOSAL - EXHIBIT "B"

You are invited

to Bid in the Following: **TRAFFIC CALMING PHASE 4**

The cost of mobilization, clearing, MOT and hauling shall be included in the unit price for each hump. A minimum of 10 humps will be awarded.

The bidder having visited the site of the proposed project and/or familiarized himself with the local conditions, nature and extent of the work, and having carefully examined the set of plans, terms and conditions herein, proposes to furnish:

Item No.	Quantity	Unit	Description	Unit Price	Total
1	17	EA	Speed hump stamped and colored concrete. (Width: 20' to 26').	$3,684.04	62,620.68 $62,713.68
2	17	EA	Pavement marking for each hump, per plan.	$390.70	$6,641.90
3	68	EA	Warning sign and post.	$197.16	$13,406.88
4	1	EA	Rumble strip stamped and colored concrete. (Width: 20' to 26'). Details page 5B	$3,265.57	$3,265.57

~~$25,943.03~~

TOTAL $ 86,028.03 (eighty six thousand twenty eight 00/100 dollars)

Submitted by: S Group Inc. , 06/25/09

Contractor Date

Address: 1470 N. Congress Ave, Suite 119, West Palm Beach, Fl 33409

Telephone: 561-688-2295

Fax: 561-688-2298

E-mail: msanchez@sgroupinc.net

Signature:

Bid bond 5% required if bid amount exceeds $50,000.00

CP

RESOLUTION NO. 88-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING A WORK ORDER FOR THE GORDIAN GROUP TO CALCULATE THE PRICE AND VERIFY THE COSTS OF CONSTRUCTION SERVICES FOR THE ADDITION TO THE LINDSEY DAVIS COMMUNITY CENTER UNDER THE JOB ORDER CONTRACTING SYSTEM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on February 18, 2009, the City Council entered into a piggy back contract on a Palm Beach County Job Order Contract with All Site Construction for expansion to the Lindsey Davis Community Center, which could be utilized by the Youth Empowerment Group; and

WHEREAS, on June 3, 2009, the City Council entered into an agreement with Gordian Group Inc. of Mauldin, South Carolina to calculate the price and verify the costs of construction services for Job Order Contracts in the amount of 5% of the Job Order Contract construction costs; and

WHERAS, the All Site Job Order Contract requires the Gordian Group to calculate the price and verify the costs of construction for the expansion of the Lindsey Davis Community Center; and

WHEREAS, the All Site Job Order Contract for the expansion of the Lindsey Davis Community Center is estimated to be $300,000, which, per the City's agreement with Gordian Group, requires a work order authorizing the Gordian Group to calculate the price and verify the costs of construction not to exceed $15,000.

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

SECTION 1. That the Finance Director is authorized to make payment up to $15,000 from account 310-0203-519-1-6251, Capital Acquisition Fund, to Gordian Group to calculate the price and verify the costs of construction for All Site Construction's plans to expand the Lindsey Davis Community Center.

SECTION 2. This resolution shall become effective upon its passage.

PASSED and APPROVED this 5 day of August, 2009

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APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

C. THOMAS	aye
D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
S. LOWE	out

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 89-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF MARY MCMAHON V. THE CITY OF RIVIERA BEACH AND JENNIFER NUBIN, CASE NO. 08-80499 CIV MIDDLEBROOKS AND CASE NO.: 09-10795BB; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF $75,000 ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mary McMahon filed a lawsuit in 2008 in state court which was then removed to federal court alleging, among other things, false arrest and imprisonment and the use of excessive force by officers from the City of Riviera Beach and as a result suffered bodily injury; and

WHEREAS, there is currently pending an appeal of a portion of the substantive case in the Federal appeals court; and

WHEREAS, after several mediations, the parties have tentatively agreed to settle the underlying case and the appeal for $75,000, subject to City Council approval; and

WHEREAS, funds for said $75,000 payment will be reimbursed to the City by the City's insurance carrier.

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

SECTION 1. That settlement in the matter of *Mary McMahon vs. City of Riviera Beach and Jennifer Nubin, c*ase No. 08-80499 CIV Middlebrooks and case No.: 09-10795-BB is hereby approved in the total amount of $75,000, which includes attorneys fees and costs.

SECTION 2. That Gallagher Bassett is authorized to make payment on behalf of the City, after receiving a general release from Ms. McMahon, said payment to be reimbursed to the City by the insurance carrier.

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

PASSED and APPROVED this 5 day of August, 2009.

RESOLUTION NO. 89-09
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
C. THOMAS	aye
S. LOWE	out

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/23/09

PHR:syj:07/23/09

RESOLUTION NO. 90-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO SOLICIT BIDS FOR THE COST OF DEMOLITION OF THE OLD CITY HALL COMPLEX LOCATED AT 2214 AVENUE E; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the original City Hall Complex is located at 2214 Avenue E; and

WHEREAS, the City has demolished the Fire Station, Library and Civil Drug Court that were previously on the site; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety and general welfare of the residents of the City of Riviera Beach to demolish the remaining structures at the Old City Hall Complex.

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 of the City of Riviera Beach hereby authorizes Staff to solicit bids for the demolition of the remaining structures at the Old City Hall Complex located at 2214 Avenue E.

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this 5 day of August, 2009

{REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY}

RESOLUTION NO. 90-09
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
C. THOMAS	aye
S. LOWE	out

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/24/09

RESOLUTION NO. 91-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF $329,884.00 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS UNDER THE RECOVERY ACT JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice, Office of Justice Programs provides assistance under the Recovery Act Justice Assistance Grant (JAG) Program; and

WHEREAS, the City of Riviera Beach has applied to the Department of Justice, Office of Justice Programs under the Recovery Act JAG Program; and

WHEREAS, the City has been awarded grant funds in the amount of $329,884.00 for the period March 1, 2009 to September 30, 2013.

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 accepts grant funds in the amount of $329,884.00 from the Recovery Act JAG Program.

SECTION 2. That the Finance Director is authorized to set up a budget as follows:

REVENUE:

Recover Act JAG Program	112-00-331225	$329,884

EXPENDITURE:

Salary	112-0822-521-3-1201	$221,463
FICA	112-0822-521-3-1401	$ 16,941
Retirement	112-0822-521-3-1402	$ 77,512
Health/Dental	112-8822-521-3-1403	$ 13,968
TOTAL:		$329,884

SECTION 3. That this resolution shall take effect immediately upon its approval.

Resolution No. 91-09
Page -2-

PASSED AND APPROVED this 5 day August 2009.

APPROVED:

THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIRPERSON

JUDY L. DAVIS
CHAIR PRO-TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO: aye

J. DAVIS: aye

B.BROOKS: aye

C.THOMAS aye

S.LOWE: out

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date 7/28/09

07/21/09

RESOLUTION NO. 92-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING THE ASSISTANCE OF GOVERNOR CRIST AND THE FLORIDA LEGISLATURE IN ORDER TO PROVIDE ADEQUATE FUNDING AND STRONGER LEGISLATION DIRECTED TOWARD SOLUTIONS FOR THE ENORMOUS PROBLEM OF BEACH EROSION WITHIN THE STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bureau of Beaches and Coastal Systems for the State of Florida has compiled data in a study as recently as June 2008 on the nature of critically eroded beaches in Florida; and

WHEREAS, the recent study has indicated that five counties along the southern Atlantic Coast of Florida have a total of 96.8 miles of critically eroded beaches; and

WHEREAS, Palm Beach County has 31.1 miles of this critically eroded shoreline area within its boundaries; and

WHEREAS, the Florida Legislature at Sec. 161.088, *F.S.* has already determined that "[B]ecause beach erosion is a serious menace to the economy and general welfare of the people of this State and has advanced to emergency proportions, it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches fronting on the Atlantic Ocean, Gulf of Mexico, and the Straits of Florida from erosion and that the Legislature make provisions for beach restoration and nourishment projects…"; and

WHEREAS, the Florida Legislature at Sec. 380.21(3)(a), *F.S.* "…finds that the coastal zone is rich in a variety of natural, commercial, recreational, ecological, industrial and aesthetic resources of immediate and potential value to the present and future well being of the residents of this State, which will be irretrievably lost or damaged if not properly managed [which] requires a highly coordinated effort among the state, regional, and local officials and agencies"; and

WHEREAS, the Florida Legislature only allocated approximately $15 million dollars in the last budget year related to beach projects for the entire State of Florida, which amount does not seem in keeping with the seriousness of the impacts to the State's economy caused by the problem of beach and shoreline erosion; and

WHEREAS, the City of Riviera Beach, desires that proportionate funding and emphasis on the issue by the Florida Legislature be adopted to address the enormous problems caused in the State of Florida directly related to this beach and shoreline erosion affecting the entire State's economic and general welfare.

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

SECTION 1. The City of Riviera Beach hereby requests the assistance of Governor Crist and the Florida Legislature in addressing the problem of beach and shoreline erosion with appropriate funding and emphasis in legislation that will be proportionally related to the enormous negative effects that such beach and shoreline erosion have on the entire State's economic and general welfare. Furthermore, the City encourages the State to fund research and infrastructure installation that will lead to and provide for a permanent solution to the on-going threat of beach erosion.

SECTION 2. The City Council requests that a copy of this Resolution be sent to Governor Crist and both houses of the Florida Legislature.

SECTION 3. This Resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 5 day of August, 2009.

APPROVED:

THOMAS MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

JUDY L. DAVIS
CHAIR-PRO-TEM

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE out

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/29/09

mem
7-29-09

RESOLUTION NO. 93-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AMENDMENT 002 TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY EXTENDING THE DEADLINE FOR COMPLETION OF THE CITY'S DISASTER RECOVERY INITIATIVE FROM AUGUST 15, 2009 TO FEBRUARY 15, 2010 AND INCREASING THE CEILING ON THE FUNDING LIMITS FROM $22,000 TO $45,000; EXTENDING THE TIMEFRAME FOR THE RETENTION OF THE TWO PART TIME EMPLOYEES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County executed the initial agreement with the City on March 24, 2008 for $1,236,000 of Community Development Block Grant Funds for the implementation of the housing rehabilitation program under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, An Amendment to the original Agreement was approved by the City on February 9, 2009 and executed by the County on April 21, 2009 extending the completion date from January 15, 2009 until August 15, 2009; and

WHEREAS, the current amended Agreement 001 is due to expire August 15, 2009 and it is necessary to extend the amended agreement to continue implementation of the Disaster Recovery Initiative.

WHEREAS, both the City and the County are desirous of amending the agreement to further extend the completion date from August 15, 2009 until February 15, 2010 and increase the funding limits for rehabilitation from $22,000 to $45,000 and extend the employment timeframe of two part-time positions currently assigned to the Disaster Recovery Initiative.

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 approves Amendment 002 between the City of Riviera Beach and Palm Beach County extending the completion date, to commit the CDBG Funds from August 15, 2009 until January 15, 2010.

Section 2: The City Council further approves an increase in the funding limits for the cost of rehabilitation from $22,000 to $45,000.

Section 3: The City extends the employment timeframe of the Disaster Recovery Initiative part-time employees from August 15, 2009 to February 15, 2010.

Section 4: City Council authorizes the Mayor and City Clerk to execute the amended Agreement.

Section 5: This Resolution shall become effective upon its passage and approval by the City Council.

PASSED and APPROVED this 5 **day of** August**, 2009.**

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APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: B. Brooks

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

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/23/09

RESOLUTION NO. 94-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PLACEMENT OF HEALTH INSURANCE COVERAGE WITH CIGNA INSURANCE TO PROVIDE MEDICAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2009-2010 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED AMOUNT OF $4,605,413.00 FOR HEALTH INSURANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of renewing its health insurance, and

WHEREAS, staff recommends continuing the City's health insurance coverage with CIGNA.

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

SECTION 1. That staff is hereby authorized to bind coverage for the City of Riviera Beach for health insurance coverage with CIGNA to provide medical insurance for City employees for the policy year 2009-10.

SECTION 2. That the Finance Director is authorized to make payment for the City's contribution to the health insurance costs from various City departmental accounts in the estimated amount of $4,605,413.00 for health insurance.

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

PASSED AND APPROVED this 5 **day of** August**, 2009.**

RESOLUTION NO. 94-09
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Davis

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

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/28/09

RESOLUTION NO. 95-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PURCHASING DEPARTMENT TO PARTICIPATE IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP, NATIONAL JOINT ALLIANCE CO-OP, U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE, AND STATE OF FLORIDA TERM CONTRACTS FOR FISCAL YEARS 2009-2011 BY PIGGYBACKING AVAILABLE CONTRACTS FOR THE PURCHASE OF ANNUALLY BUDGETED OPERATIONAL SUPPLIES, SERVICES, AND EQUIPMENT FOR VARIOUS USER DEPARTMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Purchasing Department has been a member of the Southeast Florida Governmental Purchasing and U.S. Communities Cooperatives since 2005; and

WHEREAS, these Cooperatives are composed of various government purchasing entities; including Palm Beach County, Broward County, and many local municipal governments who have joined together to lower costs of commonly used commodities, share information and insight on common procurement challenges, and promote purchasing professionalism through training and a common code of ethics; and

WHEREAS, piggybacking available contracts from participating cooperatives and State of Florida term contracts will provide a cost-effective means for the efficient and timely acquisition of annually budgeted goods, services, and equipment and generate anticipated cost savings of 10% to 15% to the various user departments.

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

SECTION 1. Staff is hereby given authorization to piggyback available contracts from the Southeast Florida Governmental Purchasing Cooperative, National Joint Alliance, U.S. Communities Government Purchasing Alliance, and State of Florida term contracts for the purchases of various commodities for Fiscal Years 2009-2011.

SECTION 2. The Purchasing Department is further authorized to participate in this cost saving program for the purchase of supplies, equipment, and services.

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

RESOLUTION NO. 95-09
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

8/5/09

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: C. Thomas

C. THOMAS aye

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/27/07

RESOLUTION NO. 96-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 229-09 FENCE INSTALLATION PROJECT FOR THE PARKS AND RECREATION DEPARTMENT TO FENCE CRAFTERS, INC. OF RIVIERA BEACH, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER FOR THE INSTALLATION OF FENCING AT DAN CALLOWAY SPORTS COMPLEX AND MONROE HEIGHTS PARK AT A COST OF $103,921.65; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED PURCHASE AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), Invitation for bid were publicly solicited for the City of Riviera Beach Parks and Recreation Department to furnish and install fencing for Dan Calloway Sports Complex and Monroe Heights Park; and

WHEREAS, nine (9) companies responded to Invitation for Bid No. 229-09 and Fence Crafters, Inc. of Riviera Beach, Florida submitted the lowest responsive and responsible bid for two(2) of the three (3) proposed locations; in the amount of $16,497.60 for Monroe Heights Park and $87,424.05 for Dan Calloway Sports Complex respectively.

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

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract to furnish and install fencing for Dan Calloway Sports Complex and Monroe Heights Park to Fence Crafters, Inc. of Riviera Beach, Florida, and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the Finance Director to transfer residual funds in the amount of $110,000.00 from the George Street Park Renovation Project (Account #310-1234-572-0-6301 to Account #310-1234-572-1-6301) to pay for the purchase and installation of fencing and provide a project contingency.

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

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

August 5, 2009

RESOLUTION NO. 96-09
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

8/5/09.

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: B. Brooks

C. THOMAS	out
D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
S. LOWE	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/28/09

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this 5 day August, 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 FENCE CRAFTERS, 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 65-0268428.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional construction services to include all labor, materials, equipment, transportation, delivery, supervision, incidentals and related items necessary to furnish and install fencing **for Dan Calloway Sports Complex and Monroe Heights Park**, as more specifically set forth in the Invitation to Bid, to wit, **Bid No. 229-09**, hereinafter the "Bid", the Addenda, Specifications, General and Special Conditions and **Exhibit "A" of the Contract** all of which are incorporated herein by reference; and to the extent there exists a conflict between the bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of various documents.

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

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within ninety (90) 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 ($100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

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 $69.50 per foot for 1257.9 feet of fence for a total of $87,424.05 for Dan Calloway Sports Complex; and $68.74 per foot for 240.8 feet of fence for a total of $16,497.60 for Monroe Heights park in accordance with its Bid Cost Proposal Sheet as set forth in the CONTRACTOR's response Invitation for Bid No.22-09, included in Exhibit A. Payments will be made upon progress payment request, submitted on a form approved by the CITY.

B.

C. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.

D. 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.

E. 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.

F. 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 l6 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

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

the case of continuing cause of delay, only one (1) claim is necessary.

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

county or city agency.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

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

and if sent to the CONTRACTOR shall be mailed to:

Fence Crafters, Inc.
1472 Martin Luther King Boulevard
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 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 Monroe Heights Park and Dan Calloway Sports Complex fence installation shall be guaranteed by the Manufacturer, if any, for period of a lifetime from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used provided under this Contract.

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Responsibilities of Contractors, General Condtions, Special Conditions and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No.229-09. To the extent that there exists a conflict between this Contract and the Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

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

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

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

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

BY: _____
THOMAS A. MASTERS,
MAYOR

CONTRACTOR

BY: _____
LOUIS YODICE
PRESIDENT OF FENCE CRAFTERS

ATTEST:

BY: _____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
BENJAMIN GUY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: 8/5/09

EXHIBIT "A"

SUBMIT BID TO:

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

CITY OF RIVIERA BEACH
PALM BEACH, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

- GENERAL CONDITIONS -

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

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

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

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

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

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

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

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

BID WILL BE OPENED **June 5, 2009 at 3:30.pm.**
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE: **FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK**

BID NO. **229-09**

BUYER: **PIERRE WILSON (561) 845-4180**

DELIVERY DATE ~~of date~~ 4 weeks contingent upon material availability

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS N/A

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

TOTAL BID AMOUNT $ 185,445.00/100 (185,445.00/100)

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER 65-0268428

DUN & BRADSTREET NUMBER 83-170 2923

BIDDER NAME Fence Crafters, Inc

BIDDER MAILING ADDRESS/CITY/STATE/ZIP 1472 Martin Luther King Blvd Riviera Beach, FL 33404

AREA CODE TELEPHONE NO.	CONTACT PERSON
561-848-6220	Mike Kurth
FAX NO.	INTERNET ADDRESS
561-848-6870	FCrafters@AOL.com

AUTHORIZED SIGNATURE (original in ink)

Louis Yodice — TYPED NAME OF SIGNER

Pres. — TITLE

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

Auto-Owners Insurance

Bond Number BD120508

BID BOND

KNOW ALL BY THESE PRESENTS, that we, FENCE CRAFTERS INC of 1472 DR MARTIN LUTHER KING JR BLV WEST PALM BCH, FL 33404 (hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF RIVIERA BEACH 600 BLUE HERON BLVD W, RIVIERA BEACH FL 33404 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for INSTALL FENCE

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 4th day of June, 2009.

Witness

FENCE CRAFTERS INC Principal

Owner Operator Title

AUTO-OWNERS INSURANCE COMPANY

Seal

Michelle A. Bottum Witness

Jim House Attorney-in-Fact

Print Date: 06/04/2009 Print Time: 2:53:59 pm

Auto-Owners Insurance
Life Home Car Business

Bond Number BD120508

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 4th day of June, 2009, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of AUTO-OWNERS INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

MICHELLE A. BOTTUM NOTARY PUBLIC COUNTY OF IONIA My Commission Expires SEPT 28,2011 STATE OF MICHIGAN

Michelle A. Bottum

Michelle A. Bottum
Notary Public in the State of Michigan
County of Ionia

MICHELLE A. BOTTUM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF IONIA
My Commission Expires September 28th, 2011
Acting in the County of Eaton

Print Date: 06/04/2009 Print Time: 2:54:02 pm

CITY OF RIVIERA BEACH
OFFICE OF CITY CLERK

600 WEST BLUE HERON BLVD,
SUITE 140
Riviera Beach, Florida 33404
Phone (561) 845-4180

Plan Holder Information Sheet

PLAN HOLDER INFORMATION SHEET

PLEASE COMPLETE AND FAX THIS DOCUMENT TO THE PURCHASING DEPARTMENT. YOUR INFORMATION WILL BE ADDED TO THE CURRENT PLAN HOLDER LIST AND HELP TO INSURE RECEIPT OF CHANGES OR ADDITIONAL INFORMATION.

PURCHASING DEPARTMENT: FAX 561-842-5105
OFFICE 561-845-4180

BID # 229-09

Contact Person Michael Bieger

Business Name Fence Crafters, INC

Business Address 1472 Martin Luther King Blvd

Business City, State, Zip Riviera Beach, FL 33404

Email Address: ~~AA~~ FCRAFTERS@AOL.com

Business Phone # 561-848-6220 Business Fax # 561-848-6870

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

INVITATION FOR BID (IFB) 229-09
FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK

Company: Fence Crafters, Inc. **Contact:** Michael Kurth

Address: 1472 Martin Luther King Blvd

Phone number: 561-848-6220 **Fax number:** 561-848-6870

Email: FCrafters@Aol.com

The City of Riviera Beach Purchasing Department is seeking bids from qualified and competent contractors to furnish and install eight hundred eighty feet (880 LF) of fencing for Bicentennial Park located at 200 East 13th Street, Riviera Bach, Fl 33404. The work to be done under this contract includes, but is not limited to providing all labor, materials, tools, supervision, equipment, transportation, delivery, incidentals and related items necessary to complete the work in accordance with the specifications contained herein.

Additionally, the City of Riviera Beach Purchasing Department is seeking bids from qualified and competent contractors to furnish and install two hundred forty feet (240 LF) of fencing for Monroe Heights Park located at 2500 West M Avenue and four hundred eighty feet (480LF) for Dan Calloway Park located at 1420 West 10th Street, Riviera Beach, FL 33404. The work to be done under these contracts includes, but is not limited to providing all labor, materials, tools, supervision, equipment, transportation, delivery, incidentals and related items necessary to complete the work in accordance with the specifications contained herein.

Pricing should include all labor and material to install complete aluminum fencing system in accordance with construction specification-Section 32 31 00 of this bid.

Price Per Linear Foot

1) Bicentennial Park (ECHELON II MAJESTIC W/RINGS-ALUMINUM FENCE)
HEIGHT: FIVE FEET (5') COLOR: WHITE
LENGTH: SEVEN HUNDRED TEN (710LF)
$ 41 41/100 per ft
permit included in total

2) Monroe Heights Park (IMPASSE TRIDENT 3 RAIL HIGH SECURITY FENCE) WITH GATE
HEIGHT: EIGHT FEET (8') COLOR: BLACK
LENGTH: TWO HUNDRED FORTY (240LF)
$ 68 24/100 per ft
permit included in total

3) Dan Calloway Park (IMPASSE TRIDENT 3 RAIL HIGH SECURITY FENCE)
HEIGHT: EIGHT FEET (8') COLOR: BLACK
LENGTH: ONE THOUSAND TWO HUNDRED FIFTY SEVEN (1,257.90LF)
$ 69 50/100 per ft
permit included in total

ALTERNATE:

1) Bicentennial Park (ECHELON II MAJESTIC W/RINGS-ALUMINUM FENCE)
HEIGHT: EIGHT FEET (8') COLOR: WHITE
LENGTH: FOUR HUNDRED FORTY (440LF)
$ 81 54/100 per ft
permit included in total

2) Bicentennial Park (ECELON II MAJESTIC W/RINGS-ALUMINUM FENCE)
HEIGHT: FIVE FEET (5') COLOR: WHITE
LENGTH: TWO HUNDRED SEVENTY (270LF)
$ 41 41/100 per ft
permit included in total

***Quantities and/or amounts stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during this contract.**

ALL QUESTIONS PERTAINING TO THIS SOLICITATION **MUST** BE SUBMITTED IN WRITING.

(PLEASE USE THIS FORM AND TELEFAX TO 561-842-5105 TO THE ATTENTION OF BENJAMIN GUY, DIRECTOR OF PURCHASING. WE WILL RESPOND AS SOON AS POSSIBLE.)

DATE: 5/29/09 **BID #** 229-09

Contact Person Michael Bieger

Business Name Fence Crafters, Inc

Business Address 1472 Martin Luther King Blvd

Business City, State, Zip Riviera Beach, FL 33404

Fax No.: 561-848-6870 Office No: 561-848-6220

1) Are there any plans available on these jobs - for layout purposes? Without ~~know~~ ~~be~~ knowing how many corners it will be difficult to price.

BIDDER'S CERTIFICATION

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

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

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

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

Fence Crafters, Inc
NAME OF BUSINESS

FCRAFTERS@AOL.COM
E-MAIL ADDRESS

BY:
SIGNATURE

Louis Yodice Pres
PRINTED NAME AND TITLE

1472 Martin Luther King Blvd
MAILING ADDRESS

Riviera Beach FL 33404
CITY, STATE, ZIP CODE

561-848-6220
TELEPHONE NUMBER

561-848-6870
FAX NUMBER

Sworn to and subscribed before me this 29 day of May, 2009

SIGNATURE OF NOTARY

Notary Public State of Florida
Michael M Bieger
My Commission DD841735
Expires 01/30/2013

MY COMMISSION EXPIRES

PERSONALLY KNOWN

OR PRODUCED

IDENTIFICATION

TYPE:

ADDENDUM PAGE

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

N/A

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

Fence Crafters, Inc
COMPANY

SIGNATURE

Pres
TITLE

REFERENCES

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

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

Name: Town of Lake Park
Address: 650 - Old Dixie Hwy
Lake Park, Fl 33403
Tel. No.: 561- 881- 3345
Fax No 561- 881- 3349
Email:
Contact: Richard Pittman

Name: Town of Haverhill
Address: 4858 - Charlotte St.
Haverhill, Fl 33417
Tel. No.: 561- 689- 0370
Fax No.: 561- 689 - 4317
Email:
Contact: Joe Roche

Name: Catalfumo Const.
Address: 4300 - Catalfumo Way
Palm Beach Gardens Fl. 33410
Tel. No.: 561- 253- 2580
Fax No 561- 253- 2586
Email:
Contact: Sam Doto

Name: Villa Franca Const.
Address: 27- N Pennock Ln
#205- Jupiter Fl 33458
Tel. No.: 561- 575- 2288
Fax No.: 561- 575- 7242
Email:
Contact: Gino Francavilla

DRUG FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by Louis Yodice (INDIVIDUAL'S NAME) the Pres. (TITLE/POSITION WITH COMPANY/VENDOR) of Fence Crafters, Inc (NAME OF COMPANY/VENDOR)

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

SIGNATURE

5/29/09
DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Fence Crafters, Inc
Firm Name

Signature

Louis Yodice Pres
Name & Title (Print or Type)

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: _____ BID/RFP NUMBER: _____

NAME OF PRIME BIDDER: _____ BID OPENING DATE: _____

CONTACT PERSON: _____ TELEPHONE NO. _____ DEPARTMENT: _____

	NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CONTRACT AMOUNT - MBE / WBE			
			BLACK	HISPANIC	OTHER	WOMEN
1.			$	$	$	$
2.			$	$	$	$
3.			$	$	$	$
4.			$	$	$	$
5.			$	$	$	$
		TOTAL:	$	$	$	$

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: $_____ TOTAL % PARTICIPATION: _____

SCH-1

SCHEDULE 2

BID/RFP NUMBER: _____ LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: _____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

_____a individual _____a corporation _____a partnership _____a joint venture
_____The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

_____

_____

_____

_____

as the following price: $_____.
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date

_____% of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

_____
(NAME OF MINORITY CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCH-2

NOTICE

ADDENDUM NO. ONE (1) **June 3, 2009**

CITY OF RIVIERA BEACH
BID NO. 229-09

FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK

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

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

General:

Bid opening date has been changed to Thursday, June 11, 2009 at 3:30 p.m. from Friday, June 5, 2009 at 3:30 p.m.

BY: _____
BENJAMIN GUY
DIRECTOR OF PURCHASING

NOTICE
It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Thursday, June 11, 2009 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140 Riviera Beach, Florida. For information on this RFP, please contact:

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

Fence Crafters, Inc
NAME OF COMPANY

_____
BIDDER'S SIGNATURE

DATE: 6/15/09

NOTICE

ADDENDUM NO. TWO (2) June 9, 2009

CITY OF RIVIERA BEACH
BID NO. 229-09

FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK

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

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

General:

Bid opening date has been changed to Tuesday, June 16, 2009 at 4:00 p.m. from Thursday, June 11, 2009 at 3:30 p.m.

BY: _____
BENJAMIN GUY
DIRECTOR OF PURCHASING

NOTICE
It will be required that Addendum No. 2 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 4:00 p.m., Tuesday, June 16, 2009 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140 Riviera Beach, Florida. For information on this RFP, please contact:

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

Fence Crafters Inc
NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: 6/15/09

NOTICE

ADDENDUM NO. THREE (3) June 11, 2009

CITY OF RIVIERA BEACH
BID NO. 229-09

FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK

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

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

General:
SEE ATTACHED R.F.I

SPECIFICATION:
REPLACE ORIGINAL PROPOSAL SHEET WITH REVISED PROPOSAL SHEET.

DAN CALLOWAY PARK: ADD TO SPEC ADDITIONAL 678.40 FEET STARTING AT SOUTHWEST CORNER FENCE TO CANAL LOCATED ON NORTHWEST END OF DAN CALLOWAY. INSTALL LAST POST IN CANAL.

BY: _____
BENJAMIN GUY
DIRECTOR OF PURCHASING

NOTICE
It will be required that Addendum No. 3 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 4:00 p.m., Tuesday, June 16, 2009 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140 Riviera Beach, Florida. For information on this RFP, please contact:

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

Fence Crafters, Inc
NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: 6/13/09

QUESTION FROM STUART FENCE

Question 1:

Are you accepting bids for the equivalent type of fencing or do you want the brands name only?

Answer:

No, the City will only accept bids for the Ameristar Fencing specified in the original specification.

QUESTIONS FROM TROPIC FENCE, INC.

Question 2:

Do we need a gate for the easement at Monroe heights?

Answer:

Yes, a gate will need to be installed at the easement/ alley way with a lock. Florida Power and Light (FPL) utility pole and wire shall be located on the exterior of fence line to be installed.

Question 3:

Do we need additional fence panel to close of the north line at Monroe Heights?

Yes, additional fence panel will need to be installed, to run from existing fence to the hedges located at the southeast corner of the park.

Question 4:

Will permits be required for each park? If so, who will be responsible for cost for permits?

Yes, permits will be required for each park. It will be the contractor's responsibility to obtain all necessary permits for this project.

QUESTION FROM ROYAL FENCE

Question 5:

What is the estimated budget for this project?

Answer:

Currently, there is no estimated budget for this project.

QUESTION FROM COMMERCIAL FENCE

Question 6:

Please verify that the fence at Bicentennial Park is to be 5' high not 8' high to match existing?

Answer:

The original spec of the fence for Bicentennial is 5 feet. However, the City will be accepting 8' foot high fencing as an alternate. (See below revised Bid Proposal Sheet)

QUESTION FROM MARTIN FENCE

Question 7:

Kindly explain the impact upon bid award of the mbe goal?

Answer:

It is a desire and expectation of the City to meet the MWBE participation goal for City projects. In essence, the City requests contractor to make an effort to comply with the City's MBE goal.

QUESTIONS FROM GLORY FENCE

Question 8:

Due to the high cost of materials, can you pay the suppliers at the time the materials are delivered?

Answer:

The terms of payment for the City are Net thirty (30) days.

Question 9:

Also is there a place to secure the materials at the job site?

Answer:

No there is not. However, the contractor can store all materials at the City's Public Works Facility located at 2391 Avenue L. The contractor will be responsible for transporting the material to and from project site/sites.

QUESTIONS FROM ROYAL FENCE

Question 10:

What is the name of the certificate holder for the insurance?

Answer:

It is not a responsibility of the Contractor to submit a certificate of insurance for the bid opening. Only, the lowest responsive bidder/bidders will be required to submit insurance naming the City as an additional insured.

Question 11:

What is the approximate price for permit fees?

Answer:

City permits are calculated and based on the value of the project submitted in the contractors bid. Contractor can contact the City's building department for additional information regarding permits.

Question 12:

Can I register with the City for my occupational license after the bid or does it have to be done before?

Answer:

The awarded contractor/contractors can register with the City's Occupational License office after the bid.

DAN CALLOWAY COMPLEX

1. **Measurement for Fence** **579.5 FT**

From the South Gate, start at West Curb and end at the West Fence near Railroad tracks

2. **Measurement for Fence** **678.4 FT**

From Southwest Corner Fence to end of Fence

MONROE HEIGHT PARK

3. **Measurement for Fence** **240.8 FT**

From the Southeast Corner to Northeast Corner

BID COST PROPOSAL SHEET

(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) 229-09
FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK

Company: _____ **Contact:** _____

Address: _____

Phone number: _____ **Fax number:** _____

Email: _____

The City of Riviera Beach Purchasing Department is seeking bids from qualified and competent contractors to furnish and install eight hundred eighty feet (880 LF) of fencing for Bicentennial Park located at 200 East 13th Street, Riviera Bach, Fl 33404. The work to be done under this contract includes, but is not limited to providing all labor, materials, tools, supervision, equipment, transportation, delivery, incidentals and related items necessary to complete the work in accordance with the specifications contained herein.

Additionally, the City of Riviera Beach Purchasing Department is seeking bids from qualified and competent contractors to furnish and install two hundred forty feet (240 LF) of fencing for Monroe Heights Park located at 2500 West M Avenue and four hundred eighty feet (480LF) for Dan Calloway Park located at 1420 West 10th Street, Riviera Beach, FL 33404. The work to be done under these contracts includes, but is not limited to providing all labor, materials, tools, supervision, equipment, transportation, delivery, incidentals and related items necessary to complete the work in accordance with the specifications contained herein.

Pricing should include all labor and material to install complete aluminum fencing system in accordance with construction specification-Section 32 31 00 of this bid.

Price Per Linear Foot

1) Bicentennial Park (ECHELON II MAJESTIC W/RINGS-ALUMINUM FENCE)
HEIGHT: FIVE FEET (5') COLOR: WHITE
LENGTH: EIGHT HUNDRED EIGHTY (710LF) $_____

2) Monroe Heights Park (IMPASSE TRIDENT 3 RAIL HIGH SECURITY FENCE)
WITH GATE
HEIGHT: EIGHT FEET (8') COLOR: BLACK
LENGTH: TWO HUNDRED FORTY (240LF) $_____

3) Dan Calloway Park (IMPASSE TRIDENT 3 RAIL HIGH SECURITY FENCE)
HEIGHT: EIGHT FEET (8') COLOR: BLACK
LENGTH: FOUR HUNDRED EIGHTY (957.90LF) $_____

ALTERNATE:

1) Bicentennial Park (ECHELON II MAJESTIC W/RINGS-ALUMINUM FENCE)
HEIGHT: EIGHT FEET (8') COLOR: WHITE
LENGTH: FOUR HUNDRED FORTY (440LF) $_____

2) Bicentennial Park (ECELON II MAJESTIC W/RINGS-ALUMINUM FENCE)
HEIGHT: FIVE FEET (5') COLOR: WHITE
LENGTH: TWO HUNDRED SEVENTY (270LF) $_____

***Quantities and/or amounts stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during this contract.**

NOTICE

ADDENDUM NO. FOUR (4) **June 12, 2009**

CITY OF RIVIERA BEACH
BID NO. 229-09

FENCE INSTALLATION PROJECT FOR BICENTENNIAL PARK

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

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

SPECIFICATION:
REPLACE BID COST PROPOSAL SHEET FROM ADDENDUM THREE (3) WITH BID COST PROPOSAL SHEET FROM ADDENDUM FOUR (4).

BY: _____
BENJAMIN GUY
DIRECTOR OF PURCHASING

NOTICE
It will be required that Addendum No. 4 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 4:00 p.m., Tuesday, June 16, 2009 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140 Riviera Beach, Florida. For information on this RFP, please contact:

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

Fence Crafters, Inc.
NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: 6/13/09

RESOLUTION NO. 97-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION BOATING INFRASTRUCTURE GRANT PROGRAM UP TO $2,000,000 AND COMMITTING TO MAINTAIN THE IMPROVEMENTS FOR TWENTY (20) YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach 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 City of Riviera Beach owns and operates a municipal Marina which provides the public access to the Lake Worth Lagoon and the Atlantic Ocean; and

WHEREAS, the City of Riviera Beach and the City's Community Redevelopment Agency are in support of needed repairs and renovations at the City's Marina; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission Boating Infrastructure Grant can be used in conjunction with other grant funds the City has received for the Marina.

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

SECTION 1. The City Council authorizes the City Manager or designee to apply for the Florida Fish and Wildlife Conservation Commission Boating Infrastructure Grant Program up to $2,000,000.

SECTION 2. The City Council commits to maintaining any such boating infrastructure improvements for twenty (20) years.

SECTION 3. This Resolution shall become effective upon its passage by the City Council.

PASSED AND APPROVED this 5 day of August, 2009.

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

JUDY L. DAVIS
CHAIR PRO-TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: J. Davis

SECONDED BY: B. Brooks

D. PARDO	aye
J. DAVIS	aye
B. BROOKS	aye
C. THOMAS	out
S. LOWE	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/24/09

PDW/dpm.072209