

RESOLUTION NO. ~~130-08~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR RECEIVING DISCRETIONARY FUNDS IN THE AMOUNT OF \$120,000.00 FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 4TH STREET, BETWEEN AUSTRALIAN AVENUE AND AVENUE J; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach desires to improve safety on certain City streets by installing street lights; and

WHEREAS, The City desires to install decorative street lights on West 4th Street, between Australian Avenue and Avenue J; and

WHEREAS, The County has submitted an agreement which will provide \$120,000.00 for installing decorative street lights on West 4th Street; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement.

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

SECTION 1. The Mayor and City Clerk are authorized to execute an agreement with Palm Beach County to receive discretionary funds for the installation of decorative street lights on West 4th Street.

SECTION 2. The Finance Director is authorized to set up a budget in the amount of \$133,139.00 as follows:

Revenue:	126-00-337415	PB County Grant	\$120,000
	310-00-312420	Additional Gas Tax Fund	\$13,139
Improvements on W. 4 th Street	126-0716-541-6-6355		\$120,000
Improvements on W. 4 th Street	301-0716-541-6-6355		\$13,139

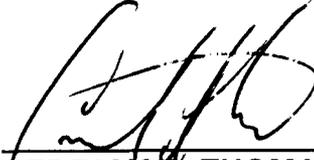
SECTION 3. This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 15TH day of OCTOBER, 2008.

APPROVED:



THOMAS A. MASTERS
MAYOR



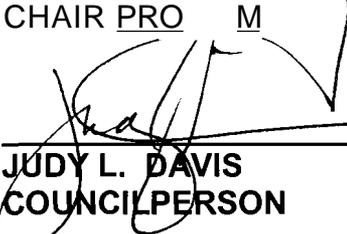
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



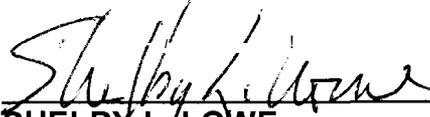
DAWN S. PARDO
CHAIR PRO M



JUDY L. DAVIS
COUNCILPERSON

ABSENT

LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS _____

SECONDED BY: D. PARDO

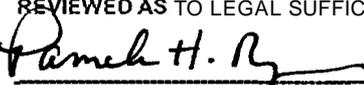
C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/6/08

RESOLUTION NO. 131-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE FINANCE DIRECTOR TO PAY \$10,625 TO KABOOM!, A NON-PROFIT LOCATED IN WASHINGTON DC FOR A COMMUNITY-BUILD PLAYGROUND PROJECT AT WELLS RECREATION CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, KaBOOM! is a non-profit organization chartered in the District of Columbia and organized as a 501 (c) 3 by determination of the Internal Revenue Service; and

WHEREAS, KaBOOM! is an organization that develops, manages and coordinates a community-building playground for its Community and Funding Partners, culminating in a one-day installation event known as a "Build Day"; and

WHEREAS, The City of Riviera Beach has entered into a written agreement with KaBOOM! for services to plan, design and construct a Community-build playground ("Project") at Wells Recreation Center; and

WHEREAS, The City of Riviera Beach is required to contribute \$10,625 towards the purchase of the playground equipment for Community-build playground project at Wells Recreation Center; and

WHEREAS, The \$10,625 will be funded from the Capital Acquisition Fund 310-1236-572-6-6351.

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 pay \$10,625 to KaBOOM! to purchase playground equipment from the Capital Acquisition Fund 310-1236-572-6-6351.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED THIS 15th DAY OF October, 2008.

APPROVED:



THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)



CEDRICK A. THOMAS
CHAIRPERSON

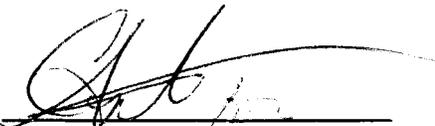


DAWN S. PARDO
CHAIR PRO-TEM



JUDY L. DAVIS
COUNCILPERSON

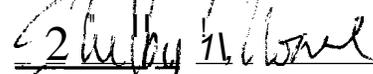
ATTEST



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

LYNNE I. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: D. Pardo

C. THOMAS: aye

D. PARDO: aye

J. DAVIS: aye

L. HUBBARD: absent

S. LOWE: aye

REVIEWED AS TO LEGAL
SUFFICIENCY



KENNETH H. BY
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 10/8/08

RESOLUTION NO. 132-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING THE UNCLASSIFIED POSITIONS OF FACILITIES MANAGER AND PROJECTS ASSISTANT UNDER THE ADMINISTRATIVE JOB CLASSIFICATION; AND BY DELETING ONE (1) UNCLASSIFIED POSITION OF ASSISTANT PUBLIC WORKS DIRECTOR AND ONE (1) CLASSIFIED POSITION OF MAINTENANCE WORKER FROM THE PUBLIC WORKS BUDGET AND BY ADDING THE UNCLASSIFIED POSITIONS OF FACILITIES MANAGER AND PROJECTS ASSISTANT TO THE 2008-2009 PUBLIC WORKS DEPARTMENT BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to enhance the span of control and improve the efficiency of service delivery by the Department of Public Works, it is necessary to restructure the administrative staffing; and

WHEREAS, the unclassified positions of Facilities Manager and Projects Assistant will be created; and

WHEREAS, one (1) unclassified position of Assistant Public Works Director and one (1) classified position of Maintenance Worker will be deleted from the Public Works Department's Budget.

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

SECTION 1. That one (1) unclassified position and one (1) classified position be deleted from Public Works Department's Fiscal 2008-2009 Budget as follows:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Assistant Public Works Director	22	\$62,569 - \$93,853
General Employees	Maintenance Worker	6	\$27,824 - \$43,130

RESOLUTION NO. 132-08

PAGE: 2

SECTION 2. That the unclassified positions of Facilities Manager and Projects Assistant be created, added to the Job Classification List and added to the Public Works Department's Fiscal 2008-2009 Budget as follows:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Facilities Manager	21	\$59,038 - \$88,557
Administrative	Projects Assistant	14	\$40,765 - \$62,890

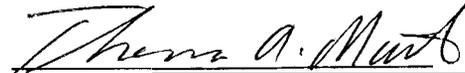
SECTION 3. Revise the FY 2009 Budget to increase 001-1123-534-0-1201 by \$9,410 and decrease 460-1127-541-0-5999 by \$9,410.

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

PASSED and APPROVED this 15TH day of OCTOBER, 2008.

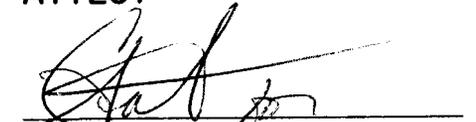
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

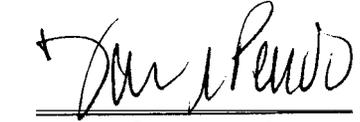
APPROVED:


THOMAS A. MASTERS
MAYOR

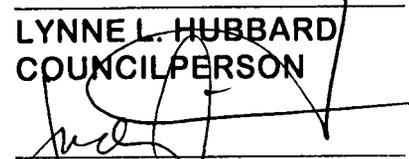

C ORRICK THOMAS
C AIRPERSON

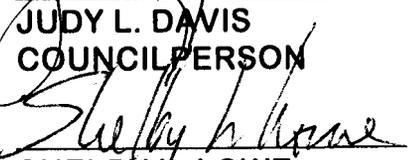
ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM

LYNNE L. HUBBARD
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

C. THOMAS AYE

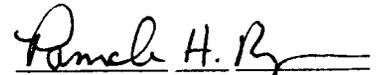
D. PARDO AYE

L. HUBBARD ABSENT

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/6/08

RESOLUTION NO. 133-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE INTERLOCAL AGREEMENT FROM PALM BEACH COUNTY - OFFICE OF CRIMINAL JUSTICE COMMISSION IN THE AMOUNT OF \$100,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Civil Drug Court was created through an Administrative order issued by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse programs by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

WHEREAS, the City of Riviera Beach has an investment in the Civil Drug Court and has since its inception in 1991; and

WHEREAS, the County's Criminal Justice Commission (CJC), wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse and addiction; and

WHEREAS, the CJC has developed and is implementing a Youth Violence Prevention Project in Palm Beach County; and

WHEREAS, as a part of the Youth Violence Prevention Project, the CJC, in partnership with cities in target areas, has established Youth Empowerment Centers to provide services and activities for youth and justice Service Centers to provide services for offenders; and

WHEREAS, the youth, adults, and their families participating at the Youth Empowerment Centers and Justice Service Centers may need to access substance abuse treatment; and

WHEREAS, on the recommendation of the CJC, the services of a Case Manager are needed to arrange and provide services of the Civil Drug Court to the Youth Empowerment Centers and Justice service Centers and to schedule counseling services, treatment referrals, link participants to outside resources and monitor and track clients; and

WHEREAS, the County, through the Criminal Justice commission is providing funding to the City to support the full-time Case Manager Position and treatment referrals of clients to licensed substance abuse treatment providers.

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 authorizes the Mayor and City Clerk to execute the interlocal agreement with the County accepting \$100,000 to support the full-time Case Manager position and payment of referred clients to licensed substance abuse treatment providers.

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

REVENUE

148-00-337694	CJC-I-L GRANT	\$100,000
	Total	\$100,000

EXPENDITURES

148-1618-569-6-1201	Salaries	\$ 32,414
148-1618-569-6-1401	FICA Taxes	\$ 2,480
148-1618-569-6-1403	Health Insurance	\$ 8,334
148-1618-569-6-1404	Life Insurance	\$ 156
148-1618-569-6-3101	Contract Services	\$ 52,253
148-1618-569-6-4701	Printing & Binding	\$ 363
148-1618-569-6-5101	Office Supplies	\$ 1,500
148-1618-569-6-5201	Operating Supplies	\$ 2,500

TOTAL \$100,000

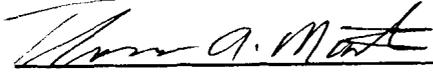
SECTION 3: That this resolution shall take effect upon its approval and passage by the City Council.

APPROVED OCTOBER 15. 2008

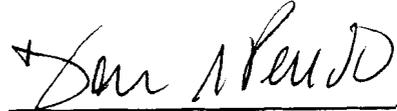
[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. 133-08
PAGE 3

APPROVED:

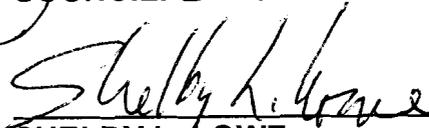



CEDRICK A. THOMAS
CHAIRPERSON


DAWN S. PARDO
CHAIR PRO TEM

ABSENT
LYNNE L. HUBBARD
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: I. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

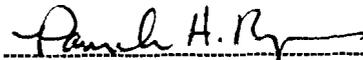
D. PARDO AYE

L. HUBBARD ABSENT

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/24/08

RESOLUTION NO. 134-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONSULTING CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COMMUNITY COLLEGE IN THE AMOUNT OF \$55,729 FOR THE HIRING OF A JOB COACH DEVELOPER FOR THE DEVELOPMENT OF JOB OPPORTUNITIES FOR THE JUSTICE SERVICE CENTER'S RE-ENTRY PROGRAM AND AUTHORIZE THE MAYOR TO EXECUTE THE CONSULTING CONTRACT AND THE FINANCE DEPARTMENT TO EXPEND FUNDS FROM ACCOUNT 151-0202-569-2-3101; AND PROVIDNG FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Justice Service Center in 2007 contracted with Palm Beach Community College for the purpose of utilizing the services of a Job Coach Developer to develop job opportunities; and

WHEREAS, due to the expiration of that contract the Justice Service Center is interested in entering into another contract with Palm Beach Community College for Fiscal Year 2008-2009 for the continuation of the services of a Job Coach Developer and for its Re-entry Program; and

WHEREAS, in order to continue to develop job opportunities for ex-offenders re-entering the community, a new contract is necessary and vital to the programs success; and

WHEREAS, the City is desirous of entering into a contract with Palm Beach Community College in the amount of \$55,729 for Fiscal Year 2008-2009 for the hiring of a Job Coach Developer.

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

SECTION 1. The City Council approves the contract between the City of Riviera Beach and Palm Beach Community College in the amount of \$55,729.

MOTION FAILED OCTOBER 15, 2008

RESOLUTION NO. 134-08
PAGE -2-

SECTION 2. The City Council authorizes the Mayor to execute the Contract.

SECTION 3. Authorize the Finance Director to expend funds from Account 151-0202-569-2-3101.

SECTION 4. This Resolution shall take effect immediately upon its passage.

MOTION FAILED OCTOBER 15, 2008

{The remainder of this page intentionally left blank}

APPROVED:

Thomas A. Mark

Cedrick A. Thomas

**CEDRICK A. THOMAS
CHAIRPERSON**

ATTEST:

Carrie E. Ward

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

Dawn S. Pardo

**DAWN S. PARDO
CHAIR PRO TEM**

Judy L. Davis

**JUDY L. DAVIS
COUNCILPERSON**

ABSENT

**LYNNE L. HUBBARD
COUNCILPERSON/**

Shelby L. Lowe

**SHELBY L. LOWE
COUNCIL PERSON**

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS ✓ NAY

D. PARDO NAY

J. DAVIS AYE

L. HUBBARD ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/8/08

RESOLUTION NO. 135-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE THE CAPITAL ACQUISITION ACCOUNT NO. 310-0817-521-1-6454 IN THE AMOUNT OF \$200,684 FOR THE RENOVATION OF THE 2ND FLOOR OF POLICE HEADQUARTERS AND MOVE OF THE POLICE EVIDENCE SECTION; AND FURTHER AWARDING TO THE LOW RESPONSIVE AND RESPONSIBLE CONTRACT BIDDER, ALL SITE-CONSTRUCTION INC. OF RIVIERA BEACH, FLORIDA, IN THE AMOUNT OF \$122,663.16 FOR THE DEMOLITION AND RENOVATION IN THE POLICE DEPARTMENT EVIDENCE SECTION; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AUTHORIZING PAYMENT IN THE AMOUNT OF \$122,663.16 FROM THE CAPITAL ACQUISITION ACCOUNT NO. 310-0817-521-1-6454; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in October 2006, the City Council approved a renovation and relocation plan for the Police Evidence Section and established a budget of \$265,757; and

WHEREAS, unanticipated construction delays prohibited the encumbrance of \$200,684 that is needed to complete the project and said funds were not carried forward to the FY2008 budget, and

WHEREAS, the City of Riviera Beach requested contractors to submit bids for demolition and renovation for the Police Evidence Section to the 2nd floor of Police Headquarters; and

WHEREAS, invitation for Bids was advertised on May 29, 2008, and All-Site Construction, Inc was the lowest bidder, bidding \$122,633.16 is for the project; and

WHEREAS, All-Site Construction is qualified to perform the work under this project.

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

RESOLUTION NO. 135-08

PAGE 2

SECTION 1: The Finance Director is authorized to appropriate fund balance as follows:

Revenue	Capital Acquisition	
310-0817-521-1-6454	Capital Acquisition	\$ 200,684.00
Expenditure		
Professional Services	001-0817-521-1-3106	\$ 1,078.00
Operating Supplies Gen	001-0817-521-1-5201	\$ 500.00
Capital Buildings	001-0817-521-1-6251	\$ 190,484.00
Cap Office Equipment	001-0817-521-1-6454	\$ 8,622.00

SECTION 2: The bid for the demolition and renovation for the Police Evidence Section to the 2nd floor; be awarded to All-Site Construction. The Mayor and City Clerk are authorized to execute the contract for the same.

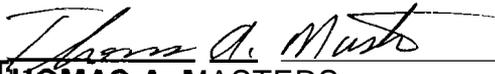
SECTION 3: The Finance Director is authorized to make payment in the amount of \$122,663.16 from account number 310-0817-521-1-6454 to All-Site Construction, Inc.

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

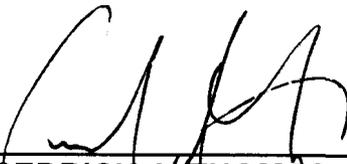
PASSED and APPROVED this 15TH day of OCTOBER, 2008.

(The remainder of this page was intentionally left blank)

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD.
MASTER MUNICIPAL CLERK
CITY CLERK

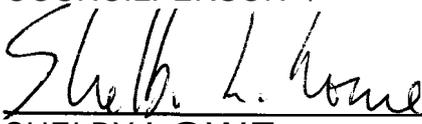


DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON

ABSENT
LYNNE L. HUBBARD
COUNCILPERSON /



SHELBY LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

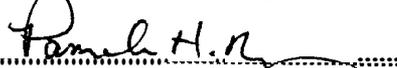
D. PARDO AYE

J. DAVIS AYE

L. HUBBARD ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


.....
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/23/08

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this _____ day of _____, _____ by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and All Site Construction [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal J.D. or Social Security number is 65-1140059 _____

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of City Of Riviera Beach Police Department, 2nd floor Evidence Section, 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/liasion during the performance of this Contract shall be Benjamin Guy, Purchasing Director, telephone no. (561) 845-3480

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 II and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$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 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 - MIWBE 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 ansmg 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 IS-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

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

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

If the *CONTRACTOR* is delayed at any time in the process of the work by any act or neglect of the *CITY* or its employees, or by any other contractor employed by the *CITY*, or by changes ordered by the *CITY* or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the *CONTRACTOR'S* control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the *CITY* may decide.

No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

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

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

Benjamin Guy, Purchasing Director
2391 Ave L

Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

All Site Construction
101 East Blue Heron Blvd. #203
Riviera Beach, Florida 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

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

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

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

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

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.

3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 - INSPECTION OF WORK

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

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

ARTICLE 33- WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of City of Riviera Beach Police Department, 2nd floor Evidence Section shall be guaranteed by the Manufacturer, if any, for a period of one (1) years 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 any and all work provided by the contractor as outline in CRBRFP, #194-08 for a period of one (1) years. 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 manufacturer's warranty as it relates to the materials and parts used to construct City of Riviera Beach Police Department, 2nd floor Evidence Section.

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

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 - SURVIVABILITY

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

ARTICLE 46 - DEFAULT

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

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

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

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

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF RIVIERA BEACH

CONTRACTOR

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
EZRA SAFFOLD
PRESIDENT

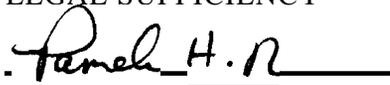
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
CLARENCE WILLIAMS,
CHIEF OF POLICE
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 9/23/08

EXHIBIT "A"

SCOPE OF WORK

The project involves the renovations of the 2nd Floor of the Police Department Building. This includes interior construction of walls, bathroom, creating door opening, painting, etc.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

RESOLUTION NO. 136-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PAYMENT OF \$59,250 TO J.A.Y's OUTREACH MINISTRIES FOR USE OF THEIR FACILITIES BY THE CITY'S JUSTICE SERVICE CENTER FROM OCTOBER 2007 THROUGH MARCH 2008, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE YOUTH VIOLENCE PREVENTION PROJECT GRANT ACCOUNT NUMBER 151-0202-569-2-4402 IN THE AMOUNT OF \$29,625 AND THE REMAINING AMOUNT OF \$29,625 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May of 2007, the City of Riviera Beach entered into an agreement with J.A.Y's Outreach Ministries for the utilization of space at their facility for the implementation of programs and services for the City's Justice Service Center; and

WHEREAS, the initial agreement with J.A.Y's Outreach Ministries required the City to pay approximately \$9,875 per month for utilizing their facilities; and

WHEREAS, the agreement expired September 20, 2007, resulting in the Justice Service Center continued use of the facilities beyond the expiration of the agreement from October 2007 through March 2008; and

WHEREAS, the Justice Service Center relocated from J.A.Y's facilities at the end of March, and its tenure during that period has resulted in a cost of \$59,250; and

WHEREAS, the City of Riviera Beach is desirous of compensating J.A.Y's Outreach Ministries in the amount of \$59,250 for the six (6) month period for the utilization of their facilities.

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

SECTION 1: The City Council approves the expenditure of \$59,250 for payment to J.A.Y's Outreach Ministries is approved.

SECTION 2: The Finance Director is authorized to expend funds in the amount of \$29,625 from the Youth Violence Prevention Project Grant Account Number 151-0202-569-2-4402 and the remainder of \$29,625 from the General Fund Contingency Account Number 001-0203-519-0-5999.

SECTION 3: This Resolution shall take effect immediately.

PASSED and APPROVED this 15TH day of OCTOBER 2008.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO-TEM

ABSENT

LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

C. THOMAS AYE

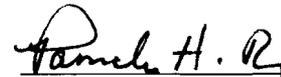
D. PARDO AYE

L. HUBBARD ABSENT

S. LOWE AYE

J. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE 10/14/08