

RESOLUTION NO. 52-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT TO KBK ENTERPRISES FOR SERVICES RENDERED JANUARY 20, 2007 THROUGH FEBRUARY 19, 2007 (INVOICE #9) FOR ONE HALF PAYMENT IN THE AMOUNT OF \$25,436.07 AND FOR SERVICES RENDERED FEBRUARY 20, 2007 THROUGH MARCH 19,2007 (INVOICE #10) FOR ONE HALF PAYMENT IN THE AMOUNT OF \$22,317.15 FROM ACCOUNT NUMBER 001-0203-519-1-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, has contracted with KBK Enterprises, Inc. to provide contract negotiating services to the City and the CRA; and

WHEREAS, such services have been rendered and properly invoiced.

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 hereby authorized to make payment to KBK Enterprises, Inc. for invoice numbers 9 and 10 for services rendered January 20, 2007 through March 19,2007 for one half payment in the amount of \$47,753.22 from account number 001-0203-519-1-3106.

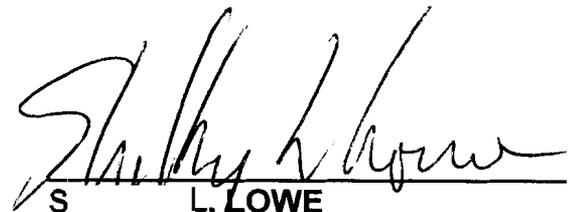
SECTION 4. That this Resolution shall take effect upon its passage.

PASSED AND APPROVED this 2nd day of May - 2007

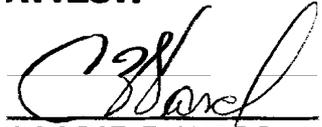
RESOLUTION NO. 52-07
PAGE 2

APPROVED:


THOMAS A. MASTERS
MAYOR


S. L. LOWE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: C. Thomas

S. LOWE aye

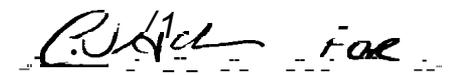
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/24/2007

RESOLUTION NO. 53-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 14407 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SERVICE CONTRACT WITH C.G.C.G. TILE & MARBLE DIST., OF LAKE WORTH, FLORIDA TO PROVIDE TILE INSTALLATION SERVICES AT FIRE STATION 1, 2 & 3 IN THE AMOUNT OF \$42,360.66 AND FOR OTHER CITY OF RIVIERA BEACH GOVERNMENT FACILITIES/SITES IN AND AROUND RIVIERA BEACH, FLORIDA ON AN AS-NEEDED BASIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), invitations to bid were publicly solicited to provide Tile Installation services at Fire Station 1, 2 & 3 and other City of Riviera Beach government facilities/sites in and around Riviera Beach, Florida, on an as needed basis; and

WHEREAS, the maintenance, and improvement of buildings and structures are a priority for the City Council; and

WHEREAS, departments have budgeted funds for improvements, repairs and maintenance services.

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

SECTION 1. The City Council hereby awards Bid # 14407 for Tile Installation services for Fire station 1, 2 & 3 in the amount of \$42,360.66 and additionally authorizes an annual unit price contract for tile installation services in accordance with the bid proposal submitted by C.G.C.G. TILE & MARBLE DIS1., of Lake Worth, Florida; and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the Finance Director to make payment from the following Capital Fund for tile installation services:

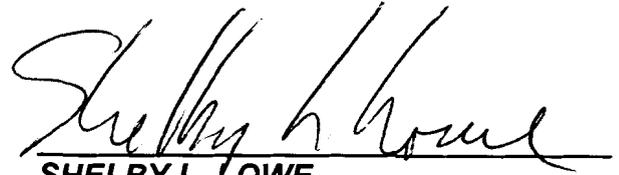
Capital Building 303-0920-5220-6251	\$42,360.66
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SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED **AND** APPROVED **MAY** 2, 2007

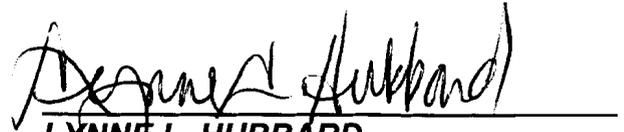
APPROVED:


THOMAS A. MASTERS
MAYOR

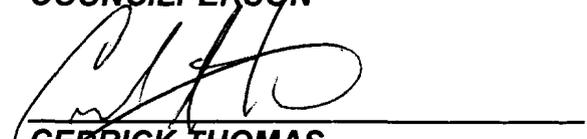

SHELBY L. LOWE
CHAIRPERSON

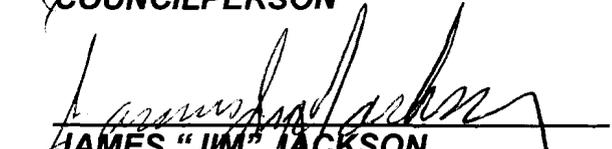
ATTEST:


GARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON _____

SECONDED BY: C. THOMAS _____

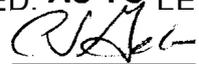
S. LOWE AYE _____

L. HUBBARD AYE _____

C. THOMAS AYE _____

N. DUNCOMBE AYE _____

J. JACKSON AYE _____

REVIEWED. AS TO LEGAL SUFFICIENCY
 FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/23/2007

TILE INSTALLATION SERVICES CONTRACT

THIS AGREEMENT made and entered into this 2nd day of May, 2007 by and between CERTIFIED GENERAL CONTRACTORS GROUP INC. (C.G.C.G.), hereinafter referred to as "Independent Contractor," whose Federal I.D. number is 59-2740940 and whose mailing address is 1715 N. Dixie Highway, Lake Worth, Florida, 33460 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing various tile installation services for city facilities. The scope of work is as set forth more fully in Bid No. 14407, Exhibit "A" attached hereto and incorporated herein by reference.
 2. The City agrees to compensate the Independent Contractor in accordance with the fee proposal as set forth in Exhibit "B". In no event should the contract exceed ninety thousand dollars (\$90,000). The total arid cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
 3. This Contract consists of this Contract, Bid No. 14407 (Exhibit "A") and the Independent Contractor's fee proposal (Exhibit "B"). The Independent Contractor agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others and with Exhibit "A" prevailing over Exhibit "B". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
 4. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
 5. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 6. All of the services required hereunder shall be performed by the Independent 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.
 7. The Independent 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.
 8. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.
 9. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent 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 Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.
 10. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies
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authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent 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 Independent Contractor of its liability and obligations under this Agreement.

11. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

12. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent 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 rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

13. The Independent Contractor 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.

14. All work, materials and equipment to be furnished and/or installed by the Independent Contractor under this Contract as it relates to the installation of tile shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with corrective or new works, parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Contractor and seek any and all legal remedies to enforce the same.

The Independent Contractor shall provide the City with a written warranty of its work and with a copy of any and all applicable manufacturer's warranty as it relates to the materials and parts used to accomplish the work.

15. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

16. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

17. The Independent 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 Agreement.

18. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent 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 Independent Contractor's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Independent 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 Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Council or its designated representative.

19. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

20. 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.

21. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, 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.

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

23. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever,; the Independent Contractor understands and agrees that he shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this agreement.

24. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

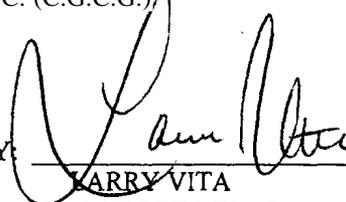
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

CERTIFIED GENERAL CONTRACTORS GROUP
INC. (C.G.C.G.)

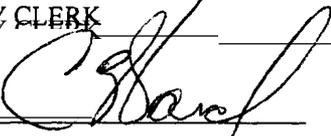
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
LARRY VITA
VICE PRESIDENT

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

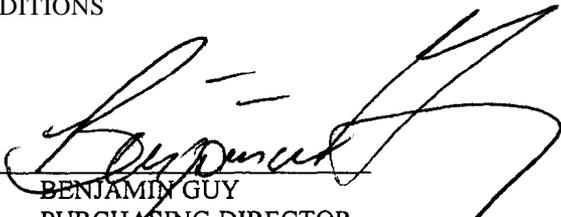
(SEAL)

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY:  FOR
PAMALA HANNA RYAN
CITY ATTORNEY

BY: 
BENJAMIN GUY
PURCHASING DIRECTOR

DATE: 4/24/2007



SUBMIT BID TO:

City of Riviera Beach City Clerk
 600 West Blue Heron Blvd
 Riviera Beach, FL 33404
 (561) 845-4180

CITY OF RIVIERA BEACH
 PALM BEACH, FLORIDA
INVITATION FOR BID

Bidder Acknowled ment

- 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

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 number may be reflected. 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

"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 roll. The official time is the time clock located in the Purchasing Department reception area 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 roll. 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 nonnal working hours by appointment. Bid tabulations are available for inspection upon request.

BIDS WILL BE OPENED 3:30 P.M. April 20,2007
 and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE: **TILE INSTALLATION FIRE STATIONS
 1,2 & 3**

BID NO. 144-075

PURCHASING AGENT PAMELA DALEY 561 845-4180

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

IF BID EXCEEDS \$50,000,
 PROVIDE BID BOND OR CASHIERS CHECK
 IN THE AMOUNT OF 5% \$ -

TOTAL BID AMOUNT

\$

FEDERAL EMPLOYER \D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE TELEPHONE NO. CONTACT PERSON

FAX NO. INTERNET ADDRESS

 AUTHORIZED SIGNATURE (original in ink)

 TYPED NAME OF SIGNER

 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 roll, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

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

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

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

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

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

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

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

The quality of performance of previous contracts or services.

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

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

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

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

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

Such other information as may be required or obtained.

8. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect

the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.

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

10. TERMINATION:

(a) **FUND-OUT:** The City of Riviera Beach City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated the City may terminate this contract upon thirty (30) days prior written notice to the contractor.

(b) **NON PERFORMANCE:** If, in the opinion of the City of Riviera Beach, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the City reserves the right to cancel the Contract by means of written notification.

(c) **CANCELLATION FOR CONVENIENCE:** The City reserves the right, at its option, to cancel this contract for any or no cause, for City convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the City Purchasing

Director, be allowed direct termination expenses and fixed settlement costs which have become final prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available the City Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.

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

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

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

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

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

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

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

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

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

13. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS:

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

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

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

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

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

15. INTERPRETATIONS: Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.

16. EEO STATEMENT: The City of Riviera Beach is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

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

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

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

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

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

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

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

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

- 1 - Minority Goal Achieved
- 2 - Insurance Requirements
- 3 - Bond (if necessary)
- 4 - Experience
- 5 - References

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

23. PROTEST PROCEDURES: Protest Procedures are provided in Article 8, Section 8-10I of City of Riviera Beach Procurement Ordinance No. 2412.

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

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

24. AWARDS: If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City of Riviera Beach may require, the right is reserved to make award(s) by

individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate; otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated or variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director or the City of Riviera Beach, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.

25. NON-CONFORMANCE TO CONTRACT CONDITIONS:

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

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

27. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in his letter the specific regulation which required an alternation. The City of Riviera Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

28. LEGAL REQUIREMENTS: Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of the City of Riviera Beach shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and City of Riviera Beach by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

29. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost

arising from the use of such design, device, or materials in any way involved in the work.

30. ASSIGNMENT, SUBCONTRACT: Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Purchasing Director.

31. QUALIFICATIONS OF BIDDER: Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence of evaluation is determined to indicate inability to perform. The Purchasing Director or the City reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the City immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

32. NOTICE TO SELLER TO DELIVER: No delivery shall become due or be acceptable without a written order or shipping instruction by the City, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

33. MODIFICATIONS: All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

34. PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certificates as required by the bidder.

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

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

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

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

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

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

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

<http://www.rivierabch.com>



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

Contact Person LARRY VITA / SEAN KHAN

Business Name C.G.C.G. TILE & MARBLE DIST.

Business Address 1115 NORTH DIXIE HWY

Business City, State, Zip LAKE WORTH, FL 33460

Email Address: cgcg-tile@aol.com

Business Phone # 561-547-8771 Business Fax# 561-547-0742

SPECIAL TERMS AND CONDITIONS
BID NO. 144-07

1. **SCOPE:**

The City of Riviera Beach is soliciting sealed bid proposals for new tile flooring in several facilities listed on the project worksheet. The City may add additional facilities at a later date on an as-needed basis.

The work includes, but is not limited to, furnishing and installing 18 x 18 commercial grade #5 Porcelain tiles. Baseboards will include a 6-inch tile, cut from the same tile installed on the floor. All grout to be sealed.

Some areas will require removal of carpet and floor preparation. The vendor will be responsible for off site disposal of construction material and debris, and for all on site cleanup resulting from installation.

The initial term of this contract shall be for a period of one (1) year with two (2) optional 12 month renewals, effective upon acceptance and approval by the Riviera Beach City Council.

All prices, terms, and conditions shall remain fixed for the initial period of the contract.

2. **AWARD CRITERIA:**

The award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.

3. **SPECIFICATIONS AND REQUIREMENTS:**

The specifications, requirements and work to be performed are stated in Exhibit "A" attached hereto and made a part here of.

4. **FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions, or administrative requirements should contact Pamela Daley, Senior Procurement Specialist at (561) 845-4081.

Bidders requiring technical clarifications should contact Pamela Daley, Purchasing Department Senior Procurement Specialist at (561) 845-4180. No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with the Senior Procurement Specialist, Pamela Daley, before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Director Benjamin Guy or designee.

5. **PRE-BID CONFERENCE:**

Attendance at the Pre-bid/Site inspection conference is optional. This information session presents an opportunity for bidders to clarify any concerns regarding the bid requirements. The bidder is cautioned that, although the Pre-Bid Conference is optional, no modification or

any changes will be allowed in the pricing because of the failure of the bidder(s) to have attended the conference.

Job site visitation is strongly recommended; submission of a bid will be construed that the bidder is acquainted sufficiently with the work to be performed.

Pre-Bid Conference

DATE: Apr 11 3, 2007

TIME: 9:30 A. M.

LOCATION: City of Riviera Beach
Fire Station #1
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

6. INSURANCE REQUIREMENTS:

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the CONTRACTOR's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The CONTRACTOR shall furnish a copy of an original Certificate of Insurance, naming The City Of Riviera Beach as an additional insured.

Should any of the policies be cancelled before the expiration date, the issuing company will mail a 30 days written notice to the certificate holder. The CONTRACTOR shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the City's Risk Manager and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in this Section.

6.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:

6.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

6.2 Comprehensive General Liability with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements. as filed by the Insurance Services Office and must include:

6.2.1 Premises and/or Operations.

6.2.2 Independent CONTRACTORS.

6.2.3 Broad Form Property Damage.

6.2.4 CITY is to be included as an "Additional Insured" with respect to liability arising out of operations performed for CITY in connection with general supervision of such operation.

6.2.5 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide Riviera Beach with thirty (30) days notice of cancellation and/or restrictions.

6.3 Business Automobile Liability with minimum limits of Two Hundred Thousand Dollars (\$200,000.00) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

6.31 Owned Vehicles.

6.32 Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide the City of Riviera Beach with thirty (30) days notice of cancellation and/or restrictions.

6.4 The CONTRACTOR shall provide to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified in 6.1, 6.2, and 6.3 above within 7 days after notification of intent to award. The required Certificates of Insurance shall state the types of policies provided, refer specifically to this contract, and state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the work, renewal, Certificates of Insurance shall be furnished ten (10) days prior to the date of their expiration.

6.5 The low responsive and responsible bidder must have the appropriate insurance certificates as outlined above. At the date of award, the bidder has seventy-two (72) hours in which to provide said insurance certificates.

7. **INDEMNIFICATION:**

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

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision

shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

8. PAYMENT:

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

9. PERMITS AND FEES:

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

10. SUBCONTRACTING:

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

11. CODE REQUIREMENTS:

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

12. CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR shall supervise and direct the Work. using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

CONTRACTOR shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR.

Reporting Dangerous Conditions/Situations: Any encounter with dangerous conditions or unusual situations shall be reported to the Contract Administrator the day of the discovery.

Conduct of Employees: All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever

questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

Sub-Contractors: The CONTRACTOR may not sub-contract all or any portion of the work without prior approval from the City.

Supervision and Inspections: The CONTRACTOR shall have a competent and designated person in charge at all times. The City shall inspect work at its discretion. The City reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

Cleaning Up: The CONTRACTOR at all times shall keep City premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

13. PERSONNEL AND EQUIPMENT SAFETY:

Personnel: All CONTRACTOR employees shall wear appropriate clothing in the performance of a task. All employees shall wear shirts at all times. No tank tops or shirts with offensive slogans shall be worn.

Equipment: All equipment used by the CONTRACTOR shall be equipped with factory safeguards per OSHA requirements. All CONTRACTOR employees shall wear protective clothing as required by the manufacturer in the operation of equipment.

14. INVOICING:

The successful bidder shall submit one monthly invoice to the City for all work performed during that month. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

15. NON-COLLUSION STATEMENT:

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

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

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

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written **approval** of the Contract Administrator.

I. WORK TO BE PERFORMED:

A. The following procedures will be followed:

- 1) Contract Administrator shall issue a written notice to proceed.
- 2) Contract Administrator must authorize, in writing, any changes prior to the work being performed. All change orders must be approved by the City Manager prior to work being performed.
- 3) The contractor is responsible for the condition of the site from the issuance of the notice-to-proceed until the final inspection. It is the contractor's best interest to complete the work in the shortest possible amount of time.
- 4) If any litter, debris, or other trash is uncovered during renovation, it shall also be removed after notifying the Contract Administrator. Litter, debris, and all other trash must be removed from site daily.

B. The Contractor shall adhere to the Federal Occupational Safety and Health Act (O.S.H.A.).

C. Contractor shall perform all work herein as an independent contractor and shall complete all work authorized under this agreement according to the Contractor's means and methods of work, which shall be in exclusive charge and control of the Contract Administrator. Contractor shall furnish, at his own expense, all labor, supervision, materials, equipment, transports, fuels, insurance and other necessary items to carry out the terms of this contract.

D. Project Administrator shall be the Senior Procurement Specialist Pamela Daley or his/her designee.

E. Contract Administrator shall be the Purchasing Director or his/her designee.

F. The Contractor shall repair or restore all structures, property or fixture(s) that may be damaged or disturbed during performance of the work due to his own actions.

G. The Contractor at his own expense will replace any real property above or below ground damaged during the expedition of this contract.

H. Contractor may not subcontract more than 50% of any work awarded to Contractor, without prior written approval of the Contract Administrator.

I. Failure to complete the jobs in the allotted time will not be tolerated. If a Contractor fails to complete assigned work within the allotted time, the Contractor will be fined \$100.00 per day, which will be deducted from future invoices. Repeated delays in performing assigned work shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

II. SPECIFIC CONDITIONS:

- A. In the performance of work hereunder, Contractor shall take all precautions necessary, shall be solely responsible for the safety of said work, and shall take such steps, including, but not limited to, the maintenance of guards or signs, as may be necessary to protect persons and property from damage or injury.
- B. Contractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. Contractor shall employ sound practices and methods, standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner.
- C. In as much as personnel will be working on private property, such personnel shall be wearing a uniform with company name clearly visible. (A T-shirt bearing company name will be acceptable.) The vehicle transporting equipment and personnel for performance of work shall be clearly identified by signage with full company name and telephone number displayed.
- D. Hours of operations are restricted to Monday thru Saturday, 7:00 a.m. to 10:00 p.m.

- **INSTALLATION**

- A. Install materials and equipment in accordance with all requirements and recommendations of the manufacturer in addition to any codes.
- B. The Contractor shall, at all times, take precautions necessary to properly protect all materials and equipment under this contract from damage during installation.
- C. Equipment and materials shall be properly stored, adequately protected, and carefully handled to prevent damage before, and during, installation in accordance with the manufacturer's recommendations.

- **FINAL TEST, INSPECTIONS, AND INSTRUCTION**

- A. Perform in the presence of the City's designated representative(s) all final project inspection to evaluate the entire project for completion.
- B. Provide necessary documentation relative to the manufacturer's instruction for care and maintenance..

III. QUALIFICATIONS

- A. Installer shall have continuously worked successfully at least 4 years in the trade of request.

IV. REQUIRED EQUIPMENT LIST:

Fax machine, pager, or cellular phone

NOTE: Fax machine, pager, or cellular phone must be in active service throughout the life of the contract.

V. TERMINATION FOR CAUSE:

If, in the opinion of the Contract Administrator, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract. the City reserves the right to cancel the Contract immediately upon written notification.

END: SPECIAL TERMS AND CONDITIONS

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PROJECT WORKSHEET

CITY OF RIVIERA BEACH

FACILITIES LOCATIONS AND MEASUREMENTS

FIRE STATION #1

Kitchen/Day Room/ Hallway

LOCATION	TOTAL SF	TOTAL Li Ft	FURNITURE TO MOVE		DAYS TO COMPLETE JOB	INSTALLATION COST	FURNITURE MOVING COST	Location Total
Install Floor Tile	1308							
Install Wall Tile	120							
Fabricate and install tile baseboard Furnish and install transitions at bunk room door		270						
TOTAL	1428	270					\$ -	\$ -

FIRE STATION #2

Kitchen/Day Room/Back Bathroom

LOCATION	TOTAL SF	TOTAL Li Ft	FURNITURE TO MOVE		DAYS TO COMPLETE JOB	INSTALLATION COST	FURNITURE MOVING COST	TOTAL
Install Floor Tile	1028							
Fabricate and install tile baseboard Furnish and install transitions at 3 doorways		300						
TOTAL	1028	300					\$ -	\$ -

FIRE STATION 3
Kitchen/ Day Room/ Back

LOCATION	TOTAL SF	TOTAL Li Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST	FURNITURE MOVING COST	TOTAL
Install Floor Tile	1028						
Fabricate and install tile baseboard Furnish and install transitions at 3 doorways		300					
TOTAL	1028	300				\$ -	\$ -

FIRE STATION #1
Administration Office

LOCATION	TOTAL SF	TOTAL Li Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST	FURNITURE MOVING COST	TOTAL
Install Floor tile	60						
Install Wall tile	160						
Install Bullnose	40						
TOTAL	107	0				\$ -	\$ -

FIRE STATION #1
Dispatch area & Medical Closet

LOCATION	TOTAL SF	TOTAL U Ft	FURNITURE TO MOVE		DAYS TO COMPLETE JOB	INSTALLATION COST	FURNITURE MOVING COST	TOTAL
Install Floor Tile	484							
Fabricate and install tile baseboard		150						
TOTAL	484	150						\$ -

FIRE STATION #1
Training Room Chiefs Office

LOCATION	TOTAL SF	TOTAL U Ft	FURNITURE TO MOVE		DAYS TO COMPLETE JOB	INSTALLATION COST	FURNITURE MOVING COST	TOTAL
Install Floor Tile	803							
Fabricate and install tile baseboard Furnish and install transitions at bunk room door		154						
TOTAL	803	154						\$ -

TOTALS	TOTAL SF MEASUREMENT	TOTAL U Ft MEASUREMENT	TOTAL INSTALLATION COST	TOTAL FURNITURE MOVING COST	TOTAL PROJECT COST
Total Square Feet	8622				
Base Board Area Linear		2044			
			\$ -	\$ -	\$ -

BID CHECKLIST

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

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

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

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

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

Bid Check List:

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

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

ATTACHMENT "A"

REQUIRED FORMS

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

BIDDER'S CERTIFICATION

ADDENDUM PAGE

REFERENCES

BID COST PROPOSAL SHEET

DRUG FREE WORKPLACE

PUBLIC ENTITY CRIMES STATEMENT

SCHEDULE 1-PARTICIPATION FOR MIWBE CONTRACTORS/PROPOSERS

*SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A MINORITY
SUB- CONTRACTOR*

STATEMENT OF NO BID

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

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

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.

NAME OF BUSINESS

E-MAIL ADDRESS

BY:

SIGNATURE

Sworn to and subscribed before me this _____ day
of _____, 20____.

PRINTED NAME AND TITLE

SIGNATURE OF NOTARY

MAILING ADDRESS

MY COMMISSION EXPIRES:

CITY, STATE, ZIP CODE

PERSONALLY KNOWN

TELEPHONE NUMBER

OR PRODUCED

FAX NUMBER

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 _ _ _ _ _

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.

COMPANY

SIGNATURE

TITLE

REFERENCES

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

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Contact: _____

Contact: _____

Email: _____

Email: _____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Contact: _____

Contact: _____

Email: _____

Email: _____

INVITATION TO BID #144-07

Page 1 of i

You are invited to Bid on the following:

Installation and purchase of tile for all city facilities listed in project worksheet. (Pages 16 - 18)

Item No.	Quantity	unitl	Description	Unit Price	Total
					\$ 27,120.85
					\$ 4,522.50
3	120	SQ FT	WALL TILE AT BACKSPLASH	\$ 6.10	\$ 732.00
4	4188		TO SEAL GROUT	\$.47	\$ 1,968.36
5	3		FURNITURE REMOVAL	\$ 300	\$ 900.00
6	0		MISC. MATERIAL	\$ 0	\$ 0
					\$ 9,423.00
TOTAL BID AMOUNT					\$44,666.71

PROJECTS ON AN AS NEEDED BASIS

PRICE PER SQUARE FOOT \$

INVITATION TO BID #144-07

Page 1 of 1

You are invited to Bid on the following:

Installation and purchase of tile for all city facilities listed in project worksheet. (pages 16-18)

Item No.	Quantity	Unit	Description	Unit Price	Total
1	4068	SQ FT	TILE INSTALLATION PER SQUARE FOOT FOR STRAIGHT TILE PLACEMENT	\$ <u>6.10</u>	\$ <u>24,814.80</u>
2	1005	LI FT	LINEAR FEET - BASE BOARD INSTALLATION:	\$ <u>4.50</u>	\$ <u>4,522.50</u>
3	120	SQ FT	WALL TILE AT BACKSPLASH	\$ <u>6.10</u>	\$ <u>732.00</u>
4	4188		TO SEAL GROUT	\$ <u>.47</u>	\$ <u>1,968.36</u>
5	3		FURNITURE REMOVAL	\$ <u>300</u>	\$ <u>900.00</u>
6	0		MISC. MATERIAL	\$ <u>0</u>	\$ <u>-0-</u>
7	4188		DEMOLITION AND DEBRIS REMOVAL	\$ <u>2.25</u>	\$ <u>9,423.00</u>
			TOTAL BID AMOUNT		\$ <u>42,360.66</u>

PROJECTS ON AN AS NEEDED BASIS

PRICE PER SQUARE FOOT \$

DRUG FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

_____ of _____
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

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

SIGNATURE

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:

Firm Name

Signature

Name & Title (Print or Type)

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BIDIRFP TITLE:

BIDIRFP NUMBER: _____

NAME OF PRIME BIDDER: _____

BID OPENING DATE: _____

CONTACT PERSON: _____

TELEPHONE NO.

DEPARTMENT: _____

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

TO BE COMPLETED BY PRIME BIDDER:

BIDIRFP PRICE: \$ _____

TOTAL % PARTICIPATION: _____

SCH-1

SCHEDULE 2

BIDIRFP 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 *MIWBE*.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or part 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

STATEMENT OF NO BID

BID NO. #144-07

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

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

COMPANY NAME: _____ **MINORITY OWNED BUSINESSES**

ADDRESS: _____ **BLACK**
 HISPANIC
TELEPHONE: _____ **WOMEN**

SIGNATURE: _____

DATE: _____

We the undersigned have declined to bid on your Bid No. _____ for _____
because of the following reasons: _____
(Service/Commodity)

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

_____ INSUFFICIENT TIME TO RESPOND TO THE INVITATION TO BID

_____ WE DO NOT OFFER THIS PRODUCT OR AN EQUIVALENT

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM

_____ UNABLE TO MEET SPECIFICATIONS

_____ SPECIFICATIONS UNCLEAR (EXPLAIN BELOW)

_____ OTHER (SPECIFY BELOW)

REMARKS:

EXHIBIT "B" CONT'D

CITY OF RIVIERA BEACH
 FACILITIES LOCATIONS AND MEASUREMENTS

FIRE STATION #1
 Kitchen/Day Room

LOCATION	TOTAL SF	TOTAL LI Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST *	TOTAL	FURNITURE MOVING COST	TOTAL
Install Floor Tile	1126							
Fabricate and Install Ole baseboard Furnish and install transitions at bunk room door		215						
AL	1128	215		7		\$ -		\$ -

FIRE STATION #1
 Kitchen Back splash/Hallway

LOCATION	TOTAL SF	TOTAL LI Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST *	TOTAL	FURNITURE MOVING COST	TOTAL
Install Wall Tile	120							
Install Floor Tile In Hallway	182							
TOTAL	302	0		3		\$ -		\$ -

FIRE STATION.2
 Kitchen/Day Room/2 Bathrooms

LOCATION	TOTAL SF	TOTAL LI Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST *	TOTAL	FURNITURE MOVING COST	TOTAL
Install Floor Tile	1028							
Fabricate and Install tile baseboard Furnish and install transitions at 3 doorways		300						
TOTAL	1028	300		7		\$ -		\$ -

CGGG TILE
DATE 16

EXHIBIT "B" CONT'n

ARE STATION 3
 Kitchen/Dayroom/2 Bathrooms

LOCATION	TOTAL SF	TOTAL U Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST - TOTAL	FURNITURE MOVING COST	TOTAL
Install Floor Tile	1028						
Fabricate and install tile baseboard Furnish and install transitions at 3 doorways		300					
TOTAL	1028	300		7	\$ -		\$.

ESTATION#1
 Administration Office
 2 Bathrooms

LOCATION	TOTAL SF	TOTAL U Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST - TOTAL	FURNITURE MOVING COST	TOTAL
Install Floor tile	60						
Install Wall tile	160						
Install Bullnose		40					
TOTAL	220	40		4	\$ -		\$.

FIRE STATION #1
 Dispatch area and Medicl Closet

LOCATION	TOTAL SF	TOTAL LI Ft	FURNITURE TO MOVE	DAYS TO COMPLETE JOB	INSTALLATION COST - TOTAL	FURNITURE MOVING COST	TOTAL
Install Floor Tile	484						
Fabricate and install tile baseboard		150					
TOTAL	484	150		5	\$ -		\$.

GRAND TOTAL **4188** **1005** **U.** **\$ -** **\$.**

* Installation Cost to include tear-out and disposal of existing tile, and includes setting mortar.
 .. Includes material necessary for bathroom installation.

Handwritten:
 2666 Tile
 (2) DATE 17-18

RESOLUTION NO. 54-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE IMPACT FEE FUND IN THE AMOUNT OF \$35,570.00; AND AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A FOUR STAGE BREATHING AIR COMPRESSOR SYSTEM FROM UNITED COMPRESSOR INC.; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 303-0920-5220-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an Impact Fee ordinance to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of Capital expenditures necessary to provide Libraries, Parks, Fire and Police Facilities and Public Buildings; and

WHEREAS, Fire Rescue has established a plan to replace capital equipment within the Fire Rescue Department; and

WHEREAS, Fire Rescue is in need of a Four Stage Breathing Air Compressor System, which can be purchased from United Compressor in the amount of \$35,570.00.

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

Section 1: The request to purchase a Four Stage Breathing Air Compressor System from United Compressor Inc. is hereby approved.

Section 2: The City Council of the City of Riviera Beach authorizes the Finance Director to set up the budget in the Impact Fee Fund (303) as follows:

REVENUE:		
303-00-271009	FIRE IMPACT FEES	\$35,570.00

EXPENDITURE:		
303-0920-522-0-6455	CAPITAL MACH. & EQUIP OTHER	\$35,570.00

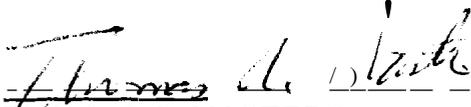
Section 3: The Mayor and City Clerk are authorized to execute an agreement with United Compressor, Inc.

Section 4: The resolution shall take effect upon its passage and adoption by the City Council.

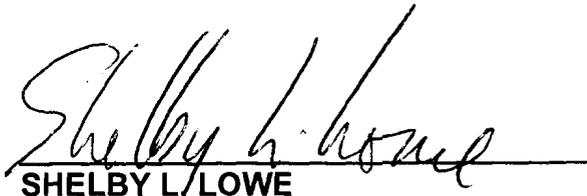
PASSED **AND** APPROVED KAY 2. 2007.

RESOLUTION NO. 54-07
PAGE 2

APPROVED:

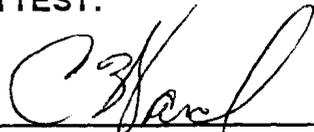


THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



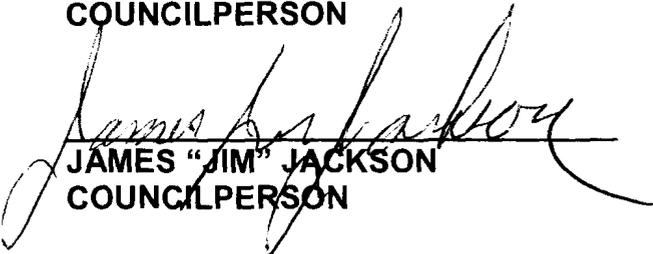
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: L. HUBBARD

S. LOWE AYE

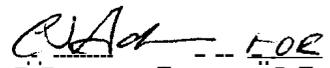
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-24-2007

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2007 by and between United Compressor, Inc. hereinafter referred to as "Independent Contractor," whose mailing address is 1100 Barnett Drive, Suite 20, Lake Worth, Florida 33461 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the Independent Contractor is the sole source dealer and authorized distributor of Mako equipment and is authorized to sell and implement Labor and Materials for Mako Compressor Company; and

WHEREAS, the City desires and is authorized to purchase and utilize the Labor and Materials for the Mako Four Stage Breathing Air Compressor System from the Independent Contractor.

In consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in This Agreement.
2. That the City does hereby retain the services of the Independent Contractor for the purpose of labor and materials for the Four Stage Breathing Air Compressor System as set forth more in Exhibit "A" attached hereto and incorporated herein by reference.
3. Work must begin upon the date of receipt of official notice from the City to proceed and shall be carried on at a rate to insure its full completion within eighteen (18) weeks from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Agreement. All materials and equipment to be purchased under the terms of this Agreement shall be delivered to the City no later than eighteen (18) weeks after receipt of official notice to supply such materials and equipment, the timely deliver of said materials and equipment being essential conditions of this Agreement.
4. If through no fault of the using entity, the Four Stage Breathing Air Compressor System is delivered which is not acceptable, Independent Contractor shall be responsible for correcting and replacing and shall bear all costs associated with above. In addition, if the equipment is delivered and needs to be altered Independent Contractor shall have two attempts to remedy. Any misfits or alterations which cannot be adjusted satisfactorily to the user will be rejected and Independent Contractor shall supply new equipment within ten days. The City reserves the right to cancel this contract without cause upon thirty (30) days written notice; or sooner with cause. Nonperformance or unsatisfactory performance shall be considered grounds for immediate termination.
5. The City agrees to compensate the Independent Contractor up to \$35,570.00 in accordance with the fee proposal set as forth in Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount offunds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such persons shall not be employees of or have any contractual relationship with the City.

8. All of the services required hereunder shall be performed by the Independent 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.

9. The Independent 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

10. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

II. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City.

12. Prior to execution of this Agreement by the City, the Independent 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 Independent 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 Independent Contractor of its liability and obligations under this Agreement.

13. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

14. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent 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 rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

16. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

17. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

18. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants 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 Independent Contractor not included in the paragraph above and for which its employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

19. The Independent 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 Independent 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement 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 Independent 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 Independent 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. In the case of continuing cause of delay, only one (1) claim is necessary.

20. The Independent 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 Agreement.

21. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent 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 effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

22. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

23. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect 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 Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

24. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the Agreement. 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 Independent 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.

25. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent 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.

26. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

27. 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.

28. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, 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.

29. Time is of the essence in all respects under this Agreement.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY: Thomas A. Masters
THOMAS A. MASTERS
MAYOR

BY: William H. Delp
Name: WILLIAM H. DELP
Title: PRESIDENT/CEO UNITED COMPRESSOR INC.

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

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDmONS

BY: P. Ryan FOR
PAMALA H. RYAN
CITY ATTORNEY

BY: Troy F. Perry
TROY F. PERRY
FIRE CHIEF

DATE: 4-24-2007



EXHIBIT --A--

UNITED COMPRESSOR, INC.

1100 RIVIERA DRIVE, SUITE 20
LAKE WORTH, FLORIDA 33461
UNITED STATES OF AMERICA

TELEPHONE: (561) 586-1486
FAX: (561) 586-1489

April 3, 2007

Capt. Peter Taylor
Riviera Beach Fire Rescue
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

Dear Capt. Taylor:

I have looked at our original quote and have determined that if we modify your existing Fill panel to easily allow you to do cascade fills you will be able to fill 17 -- 20 - 45 cubic foot SCBA's to 4500psi from the (4) 6000psi storage cylinders quoted. Using the BAM06HE3 we have quoted you will be able to bring the cascade storage bank back to full pressure in approximately 70 minutes.

The system we have quoted would allow you to fill 45cf SCBA continuously if you started with a full bank and turned the compressor on to keep the bank topped up.

To help expedite the Purchase Order I am also providing a copy of our Sole Source letter, a copy of our technician's certification cards and a copy of our Commercial General Liab. policy.

We can install the loaner within 10 working days of the receipt of the Purchase Order.

I look forward to working with you.

Regards.

UNITED COMPRESSOR INC.

A handwritten signature in black ink, appearing to read "William H. Delp", written over a horizontal line.

William H. Delp
President / CEO



UNIFIED COMPRESSOR, INC.
1100 BARNETT DRIVE, SUITE 20
LAKE WORTH, FLORIDA 33461
UNITED STATES OF AMERICA

TELEPHONE: (561) 586-1486
FAX: (561) 586-1489

Page 1 of 2

April 3, 2007

City of Riviera Beach Fire Rescue
Attn: Captain Peter Taylor
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Dear Captain Taylor,

Please review the following revised proposal for the City of Riviera Beach Fire Rescue Station #1:

(I) Model BAM06HE3 Four Stage Breathing Air Compressor - 14.0 CFM charging rate, 6000 PSI working pressure, driven by a 10-hp 230v/60hz/3 phase OOP motor, complete with the following accessories:

- Inlet filter with vacuum indicator
- Intercoolers and aftercooler
- Interstage and final condensate separators
- Interstage and final safety relief valves
- Discharge check valve and pressure maintaining valve
- V-belt drive with guard
- Interstage and final air pressure gauges and oil pressure gauge
- Hour meter
- Power on switch with indicator light and emergency stop button
- Auto start/stop air pressure switch and indicator light
- High temperature shutdown switch and warning light
- Low oil pressure shutdown switch and warning light
- Automatic condensate drain system with muffler/reservoir
- Magnetic starter and control transformer mounted in a NEMA enclosure
- Mk5C Purification system (processes 75,500 scf @ 6000 psig with a 70°F inlet temperature - prior to cartridge change)

PRICE: \$ 24,770.00

(1) Modification to existing Fill Station

- 6000 psig working pressure
- 0 to 6000 psig adjustable regulator with gauges
- One master fill valve and gauge
- Three bank cascade control with gauges

PRICE: \$3,900.00

(4) DOT 6000 PSI, 509 cf air storage cylinders wall-mounted with boses

PRICE: \$5,400.00

Freight, Installation and Training

PRICE: \$1,500.00

TOTAL PRICE **\$35,570.00**

Delivery (exit factory) will be approximately 18 weeks after receipt of order. Terms are net 30 days. This quotation is valid for 45 days.

Please feel free to contact me if you have any questions or require any additional information.

Very truly yours,

William Delp
President

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MMDDYYYY) 11/6/2006

PRODUCER (561)967-1383 FAX: (561)966-0383
 Bogani Insurance Services, Inc.
 6903 Vista Parkway North
 Suite 2
 Royal Palm Beach FL 33411

INSURED
 Undersea Breathing, Inc.
 1100 barnett drive
 suitQ 19
 lake worth FL 33461

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURERA: <u>Drive From Progressive</u>	
INSURERB:	
INSURERC:	
INSURERD:	
INSURERE:	

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

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE 0 OCCUR GENTL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-LOC				EACH \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSON \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AVTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIREPAUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA019092812	10/28/2006	10/28/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per-person) \$ BOOILY INJURY (Per-accident) \$ PROPERTY DAMAGE (po. accident) \$
		R ANY AUTO				ALLTD ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY; EA ACC AGG \$
		R EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR 0 CLAIMS MADE REDUCTIBLE RETENTION \$				EACH \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISION				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
UNITED COMPRESSOR, INC.	SHOULD ANY OF THE ABOVE DESCRIOED POLICIES BE CANCELLED BEFORE THE EXPIRANON DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERnFICATE HOLOER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR IABIUTY OF ANY KIND UPON THE INSURER, ITS AGENTS, OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i> AS PRE

ACORD CERTIFICATE OF LIABILITY INSURANCE

UNDER-4 DATE (MM/DD/YYYY)
03/27/07

PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-216-5221 Fax: 561-276-5244	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Undersea Breathing Systems, Inc united compressor, Inc. Nitrox Express, Inc. 1100 Barnett Drive, Suite 19 Lake Horth FL 33461	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A Burlington Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A Burlington Insurance Company		INSURER B		INSURER C		INSURER D		INSURER E	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A Burlington Insurance Company													
INSURER B													
INSURER C													
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INSURER E													

COVERAGES

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

TR	NSRD	TYPE OF INSURANCE	POLICY NUMBER	COMM. EFFECTIVE DATE (MM/DD/YY)	POLY. DATE IMM. (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	358B003164	03/22/07	03/22/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) 150,000 MED EXP (Any one person) 15,000 PERSONAL & ADV INJURY 1,100,000 GENERAL AGGREGATE 12,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ACORD BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Butcher



EXHIBIT "A"

UNITED COMPRESSOR, INC.
1100 W. NETT DRIVE, SUITE 20
LAKE WORTH, FLORIDA 33461
UNITED STATES OF AMERICA

TELEPHONE: (561) 586-1486
FAX: (561) 586-1489

April 3, 2007

Capt. Peter Taylor
Riviera Beach Fire Rescue
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

Dear Capt. Taylor:

I have looked at our original quote and have determined that if we modify your existing Fill panel to easily allow you to do cascade fills you will be able to fill 17 - 20 - 45 cubic foot SCBA's to 4500psi from the (4) 6000psi storage cylinders quoted. Using the BAM06HE3 we have quoted you will be able to bring the cascade storage bank back to full pressure in approximately 70 minutes.

The system we have quoted would allow you to fill 45cf SCBA continuously if you started with a full bank and turned the compressor on to keep the bank topped up.

To help expedite the Purchase Order I am also providing a copy of our Sole Source letter, a copy of our technician's certification cards and a copy of our Commercial General Liab. policy.

We can install the loaner within 10 working days of the receipt of the Purchase Order.

I look forward to working with you.

Regards,

UNITED COMPRESSOR, INC.

A handwritten signature in black ink, appearing to read "William H. Delp", written over a horizontal line.

William H. Delp
President / CEO



UNION COMPRESSOR, INC.
1100 BARNETT DRIVE, SUITE 20
LAKE WORTH, FLORIDA 33461
UNITED STATES OF AMERICA

TELEPHONE: (561) 586-1486
FAX: (561) 586-1489

Page I of 2

April 3, 2007

City of Riviera Beach Fire Rescue
Attn: Captain Peter Taylor
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Dear Captain Taylor,

Please review the following revised proposal for the City of Riviera Beach Fire Rescue Station #I:

- (1) Model BAM06HE3 Four Stage Breathing Air Compressor - 14.0 CFM charging rate, 6000 PSI working pressure, driven by a 10-hp 230v/60hzJ3 phase OOP motor, complete with the following accessories:
- Inlet filter with vacuum indicator
 - Intercoolers and aftercooler
 - Interstage and final condensate separators
 - Interstage and final safety relief valves
 - Discharge check valve and pressure maintaining valve
 - V-belt drive with guard
 - Interstage and final air pressure gauges and oil pressure gauge
 - Hour meter
 - Power on switch with indicator light and emergency stop button
 - Auto start/stop air pressure switch and indicator light
 - High temperature shutdown switch and warning light
 - Low oil pressure shutdown switch and warning light
 - Automatic condensate drain system with muffler/reservoir
 - Magnetic starter and control transformer mounted in a NEMA enclosure
 - Mk5C Purification system (processes 75,500 scf @ 6000 psig with a 70°F inlet temperature - prior to cartridge change)

PRICE: \$ 24,770.00

(1) Modification to existing Fill Station

- 6000 psig working pressure
- 0 to 6000 psig adjustable regulator with gauges
- One master fill valve and gauge
- Three bank: cascade control with gauges

PRICE: \$3,900.00

(4) DOT 6000 PSI, 509 cf air storage cylinders wall-mounted with hoses

PRICE: \$5,400.00

Freight, Installation and Training

PRICE: \$1,500.00

TOTAL PRICE **\$35,570.00**

Delivery (exit factory) will be approximately 18 weeks after receipt of order. Terms are net 30 days. This quotation is valid for 45 days.

Please feel free to contact me if you have any questions or require any additional information.

Very truly yours,

William Delp
President



Mako Compressors
1634 SW 17th Street
Ocala, Florida 34474
United States of America
Telephone: 352-732-2268
Facsimile: 352-351-5211
www.compairmako.com

April 2, 2007

Re: Authorized Distributor Information Request

To Whom It May Concern:

We appreciate your interest in our breathing air compressor product line. Please be advised that United Compressor is the only authorized distributor of Mako Compressors breathing air products in the following Florida counties:

Dade	Broward	Palm Beach
Martin	St. Lucie	Okeechobee
Indian River	Brevard	Osceola

As a Mako distributor, United Compressor is the only authorized company for unit sales, parts sales, warranty and service on our breathing air product line in the above areas. United Compressor has factory-trained technicians on staff to handle any service or warranty matter you may require assistance on.

Distributor Information:

United Compressor
1100 Barnett Drive, Suite 19
Lake Worth, FL 33461
Contact: Bill Delp
Phone: (561) 586-1486
Fax: (561) 586-1489

Manufacturer Information:

Mako Compressors
1634 SW 17th Street
Ocala, FL 34474
Contact: David Ruttennan
Phone: (352) 732-2268
Fax: (352) 351-5211

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mako Compressors

David G. Ruttennan
Regional Sales Manager



UNITED COMPRESSOR, INC.
1106 BRUNETT DRIVE, SUITE 20
LAKE WORTH, FLORIDA 33461
UNITED STATES OF AMERICA

TELEPHONE: (561) 586-1486
FAX: (561) 586-489

February 9, 2007

To Whom It May Concern:

The three technicians named below have been certified as MAKO Compressor technicians. Copies of their certification cards are shown.

Should you have any questions please call our office.

Thank you.

Dan McKeal
Operations Manager

██████████ Mako Compressors

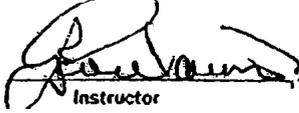
This is to certify that on August 24, 2006, Jeffrey Flynn successfully completed Mako Compressors advanced distributor compressor school for air-cooled compressors systems, and is qualified to perform service and repair work on air-cooled compressor systems within United Compressor Inc territory or as authorized by the factory.


Instructor

Customer Service Manager

██████████ Mako Compressors

This is to certify that on February 16, 2006, Myron Nash successfully completed Mako Compressors advanced distributor compressor school for air-cooled compressors systems, and is qualified to perform service and repair work on air-cooled compressor systems within United Compressor Inc territory or as authorized by the factory.


Instructor

Customer Service Manager

██████████ Mako Compressors

This is to certify that on May 11, 2006, William H Delp successfully completed Mako Compressors advanced distributor compressor school for air-cooled compressors systems, and is qualified to perform service and repair work on air-cooled compressor systems within United Compressor Inc territory or as authorized by the factory.


Instructor

Customer Service Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE		OPID MS UNDER-4	DATE (MM/DD/YYYY) 03/27/07
PRODUCER The Plastridge Agency, Inc. 920 H.E. 6th Avenue Delray Beach FL 33493 Phone:S61-276-S221 Fax:S61-276-S244	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE	NAIC#	
Undersea Breathing Systems, Inc United Compressor, Inc. Nitrox Express, Inc. 1100 Barnett Drive! Suite 19 Lake Worth FL 3346	INSURER A Burlington Insurance Company INSURER B INSURER C INSURER D INSURER E		

COVERAGES

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

LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	359B003164	03/22/07	03/22/08	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT n IDC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (PI person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

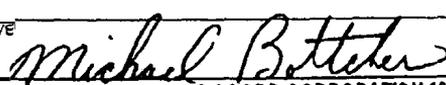
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE




CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD.
(561) 845-4104

RIVIERA BEACH, FLORIDA 33404
(561) 845-4137

OFFICE OF
FIRE CHIEF

Memo To: William E. Wilkins, City Manager
From: Troy F. Perry, Fire Chief
Date: April 11, 2007
Subject: Self-Contained Breathing Apparatus Fill Station

This memorandum is regarding the Self-Contained Breathing Apparatus Fill Station Fire Rescue uses to fill our breathing equipment. This breathing equipment is worn by fire personnel when they enter an emergency situation where dangerous atmospheric conditions exist and personnel are exposed to various heated gases and toxic substances.

The current Self-Contained Breathing Apparatus Fill Station is approximately 22 years old and recently started failing to properly fill our breathing equipment which has resulted in fire personnel taking the breathing equipment to Palm Beach Gardens Fire Rescue to be filled. The current self-contained breathing apparatus fill station is in need of a complete replacement.

Over the years, this Self-Contained Breathing Apparatus Fill Station has been properly maintained and serviced regularly based upon the National Fire Protection Association (NFPA) and Health Department Standards; however, because of the constant use, the fill station finally failed. It is imperative that we replace this system as soon as possible in order to maintain an adequate level of service.

This is a sole source purchase because this new Mako equipment will replace the Mako system we are currently using. The new Mako system will function with the remaining components of the current fill station, giving us a complete Mako system. The cost of the new system is \$35,570.00 including installation.

United Compressor Inc., the company that sells and services the Self-Contained Breathing Apparatus Fill Station, has agreed to provide us with a loaner system at no charge until the new system is installed.

Based on these events, I am going to move forward with preparing an agenda item for Council's consideration.

Should you have any questions, please contact my office.

TFP

Cc: Gloria Shuttlesworth, Assistant City Manager
Ben Guy, Director of Purchasing
Peter LeDUC, Deputy Fire Chief
Jeffrey Williams, Interim Finance Director
Department File

Attachments (1)

RESOLUTION NO. 55-07**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR 169 RESORT HOTEL SUITES TO BE LOCATED AT 3200 NORTH OCEAN DRIVE WITH SPECIFIC CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and the Land Development Regulations; and

WHEREAS, the Planning & Zoning Board met on March 8, 2007, to review the site plan application and made a recommendation to the City Council for approval of the site plan application; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

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

SECTION 1. The Site Plan (EXhibit A) for 169 Resort Suites is approved with the following conditions:

1. The developer shall participate in the Minority Employment and Affordable Housing Opportunities Plan by contributing \$1,267,896 dollars to the City of Riviera Beach Housing Trust Fund within 180 days of project approval. (October, 2007)
2. The developer shall provide the City with a \$100,000 dollar contribution to the A1A Beautification fund within 180 days of project approval. (October, 2007)
3. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
4. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$500 dollars per day will be levied against the property owner for violation of this condition.

The development will prepare a construction management plan to be approved by the City Manager prior to beginning construction or demolition on the property.

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RESOLUTION NO. 55-07
PAGE 2

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

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

PASSED and APPROVED this 2ND day of MAY, 2007.

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RESOLUTION NO. 55-07

PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

SHELBY L. LOWE
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

LYNNE L. HUBBARD
CHAIR PRO TEM

NORMA DUNCOMBE
COUNCILPERSON

CEDRICK THOMAS
COUNCILPERSON

JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. HUBBARD _____

SECONDED BY: C. THOMAS _____

S. LOWE _____ AYE _____

L. HUBBARD _____ AYE _____

C. THOMAS _____ AYE _____

N. DUNCOMBE _____ NAY _____

J. JACKSON _____ AYE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-17-07

RESOLUTION NO. 56-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RETURN OF THE ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT #01/250A TO THE STATE OF FLORIDA OFFICE OF TOURISM, TRADE AND ECONOMIC DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City submitted an application for an Economic Development Transportation Fund Grant in the amount of two million dollars for improvements to US-1/Blue Heron Intersection and US-1/20th Street intersection on behalf of Millenium Luxury Coach and Yachts on January 30, 2002; and

WHEREAS, the City Council approved an amendment to the original grant agreement on May 7, 2003, to extend the timeframes for implementation of the roadway improvements; and

WHEREAS, the business Millenium Luxury Coach and Yachts has been sold and it's existing business operations reorganized; and

WHEREAS, the timeframe for completion of the proposed work has elapsed and the grant can not be extended.

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

SECTION 1. The EDTF Grant #01/250A in the amount of two million dollars is hereby returned to the State of Florida Office of Tourism, Trade and Economic Development.

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

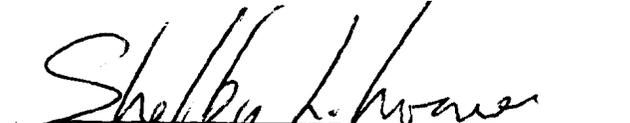
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 2ND day of MAY, 2007.

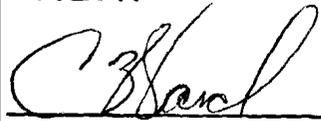
RESOLUTION NO. 56-07
PAGE 2 -

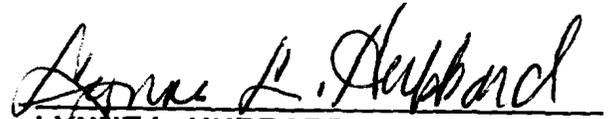
APPROVED:


THOMAS A. MASTERS
MAYOR

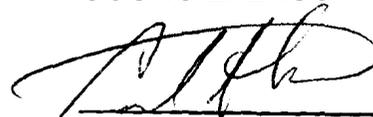

SHELBY L. LOWE
CHAIRPERSON

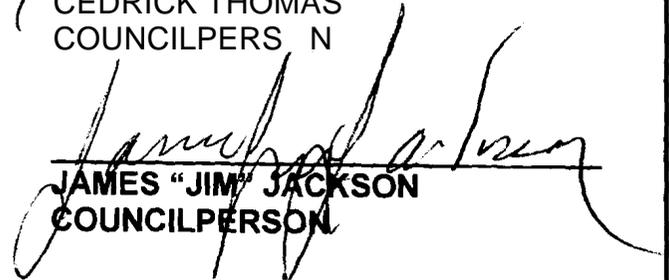
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

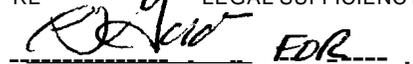
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/17/2007

RESOLUTION NO. 57-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH PSD SOFTWARE, LLC OF MARIETTA, GEORGIA, FOR INFORMATION TECHNOLOGY MASTER PLAN DEVELOPMENT AND **SOFTWARE** IMPLEMENTATIONS IN THE AMOUNT OF \$253,270; AUTHORIZING THE CITY MANAGER TO MAKE AND INITIATE CHANGE ORDERS UP TO TEN PERCENT (10%) AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$253,270 AND SET UP BUDGET IN THE INFORMATION SERVICES DIVISION IN THE AMOUNT OF \$253,270; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council directed staff to address the improvement in the City's technological capabilities as a top priority for the City of Riviera Beach; and

WHEREAS, PSD Software LLC has completed an assessment of the City's current organizational structure, technology infrastructure and short and long term technology needs; and

WHEREAS, PSD Software LLC responded to RFP NO. 148-06 and was determined to be the most responsive vendor; and

WHEREAS, the City of Riviera Beach is in need of a master technology plan, master geographic information systems plan and proprietary software of PSD Software LLC, which addresses specific needs within the City.

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

SECTION 1. The City Council hereby accepts the contract with PSD Software LLC in the amount of \$253,270 for consulting services and the implementation of software systems, and authorizes the Mayor and City Clerk to execute said contract.

SECTION 2. The Mayor and Interim Finance Director are authorized to make payment from the appropriate account.

SECTION 3. The Interim Finance Director is authorized to appropriate General Fund Fund Balance in the amount of \$253,270 and set up budget in the Information Services Division in the amount of \$253,270.

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

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RESOLUTION NO. 57-07

-2-

APPROVED:

THOMAS A. MASTERS
MAYOR

SHELBY L. LOWE
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

LYNNE L. HUBBARD
CHAIR PRO TEM

NORMA DUNCOMBE
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE NAY

J. JACKSON AYE

PDW:dpm.041907

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-24-2007

RESOLUTION NO. 58-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FY 2007 PALM BEACH COUNTY DEVELOPMENT REGIONS GRANT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING IN THE AMOUNT OF \$124,000; TRANSFERRING A REQUIRED MATCH OF \$62,000 FROM GENERAL FUND CONTINGENCY ACCOUNT 001-0203-519-0-5999; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE GRANT FUND (140) IN THE AMOUNT OF \$186,000; AUTHORIZING STAFF TO SUBSEQUENTLY NEGOTIATE AND FINALIZE SUB-GRANTEE AGREEMENTS WITH SAID BUSINESSES TO PERFORM ECONOMIC DEVELOPMENT BUSINESS PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Economic Development Office has a Development Regions Grant Program; and

WHEREAS, the City of Riviera Beach has been awarded grant funds in the amount of \$30,000 to Earl Pleasant Custom Ceramic Tile, Inc., \$50,000 to Fannie Mae Tots, Inc., and \$44,000 to E-Z Weld, Inc. with a required matching funds of \$15,000, \$25,000, and \$22,000 respectively for each grant. The total amount of the grant is \$124,000 with matching funds of \$62,000; and

WHEREAS, the City of Riviera Beach staff will subsequently negotiate and finalize sub-grantee agreements with Earl Pleasant Custom Ceramic Tile, Inc., Fannie Mae Tots, Inc, and E-Z Weld, Inc. to perform economic development business projects as more specifically set forth in the Development Regions Grant Agreement.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the FY 2007 Palm Beach County Development Regions Grant Agreement on behalf of the City for funding in the amount of \$124,000 with a required match of \$62,000.

SECTION 2. That the Finance Director is authorized to transfer \$62,000 in cash from General Fund Contingency account number 001-0203-519-0-5999 to the Development Regions Grant Fund (140) for the cash match.

RESOLUTION NO. 58-07

PAGE 2

SECTION 3. That the Finance Director is authorized to set up a budget in the Development Regions Grant Fund (140) as follows:

REVENUE:

140-00-337505	Development Regions Grant 07	\$124,000
<u>140-00-381001</u>	<u>Inter-Fund Transfer From Gen Fund (Cash Match)</u>	<u>\$ 62,000</u>
TOTAL		\$186,000

EXPENSES:

140-0202-552-5-8200	Aid to Earl Pleasant Custom Ceramic Tile, Inc.	\$ 45,000
140-0202-552-6-8200	Aid to Fannie Mae Tots, Inc.	\$ 75,000
<u>140-0202-552-7-8200</u>	<u>Aid to E-Z Weld, Inc.</u>	<u>\$ 66,000</u>
TOTAL		\$186,000

SECTION 4. That the City staff is authorized to negotiate and finalize sub-grantee agreements with Earl Pleasant Custom Ceramic Tile, Inc., Fannie Mae Tots, Inc, and E-Z Weld, Inc. to perform economic development business projects as more specifically set forth in the Development Regions Grant Agreement.

SECTION 5. This Resolution shall take effect immediately upon its approval.

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RESOLUTION NO. 58-07
PAGE 3

PASSED AND APPROVED THIS 2ND DAY OF MAY 2007

APPROVED:

Thomas L. Moore

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON _____

SECONDED BY: C. THOMAS _____

S. LOWE _____ AYE _____

L. HUBBARD _____ AYE _____

C. THOMAS _____ AYE _____

N. DUNCOMBE _____ AYE _____

J. JACKSON _____ AYE _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan .4/24/2007 FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/24/2007

RESOLUTION NO. 59-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND SUPPORTING A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT FOR DESIGN AND PERMITTING OF A BOARDWALK LOCATED ALONG THE LAKE WORTH LAGOON ON THE WEST SIDE OF STATE ROAD A1A FROM PINE POINT ROAD TO THE BURNT BRIDGE ON SINGER ISLAND, RIVIERA BEACH IN THE AMOUNT OF \$400,000, WHICH REQUIRES THE CITY TO PROVIDE A \$200,000 MATCHING FUND FROM ROAD IMPACT FEES ACCOUNT NO: 303-271-014; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is desirous of beautifying and providing access to the Lake Worth Lagoon waterway for pedestrians; and

WHEREAS, the City of Riviera Beach is seeking assistance from the Florida Inland Navigation District (FIND) for the design and permitting of an elevated boardwalk around the mangroves on the west side of State Road A1A (North Ocean Drive) along the Lake Worth Lagoon Intracoastal Waterway, from Pine Point Road to the northern municipal limits at Burnt Bridge; and

WHEREAS, the boardwalk would cover a 1.2 mile stretch along the Lake Worth Lagoon, providing access to an *otherwise* inaccessible area of the Florida Inland Navigation District Lake Worth Lagoon waterway; and

WHEREAS, Florida Inland Navigation District financial assistance in the amount of \$200,000 with a match of \$200,000 from the City, is required of the program mentioned above.

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 of Riviera Beach City Council authorizes and supports the grant application to the Florida Inland Navigation District for funding assistance toward the design and permitting of a boardwalk along State Road A1A.

SECTION 2. The City of Riviera Beach Finance Director is hereby authorized to appropriate \$200,000 from the Road Impact Fees Account No: 303-271-014.

RESOLUTION NO. 59-07
PAGE 2

SECTION 3. The City of Riviera Beach intends to build, finance the project, and maintain the boardwalk at the expense of the City of Riviera Beach for public use.

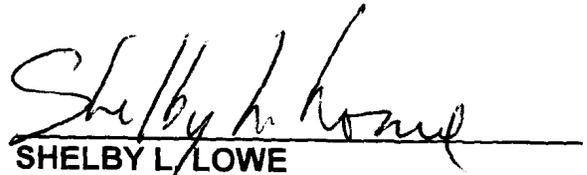
SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED AND APPROVED 16TH **DAY OF** MAY 2007

RESOLUTION NO. 59-07
PAGE 2

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

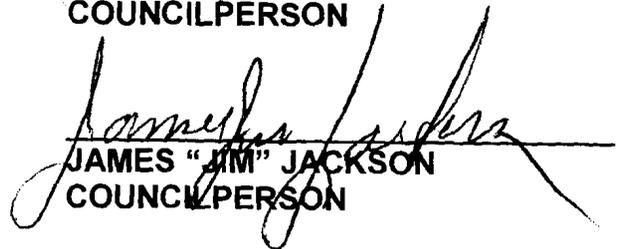
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: c. THOMAS _____

SECONDED BY: J. JACKSON _____

S. LOWE AYE

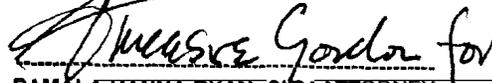
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/2/07

RESOLUTION NO. 60-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE GRANT APPLICATION TO KEEP PALM BEACH COUNTY BEAUTIFUL INC., FOR THE STATE ROAD A1A BEAUTIFICATION PROJECT LOCATED ALONG BLUE HERON BLVD. AND SR A1A FROM US1 TO THE MUNICIPAL LIMITS (BURNT BRIDGE) ON SINGER ISLAND, RIVIERA BEACH IN THE AMOUNT OF \$100,000, WHICH REQUIRES THE CITY TO PROVIDE \$50,000 MATCHING FUND FROM THE CAPITAL IMPROVEMENTS TRAFFIC ACCOUNT NO: 310-0717-541-6351; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to beautify and improve the State Road A1A and Blue Heron Boulevard thoroughfare for the citizens of Riviera Beach and the State of Florida; and

WHEREAS, the City of Riviera Beach is seeking assistance from Keep Palm Beach County Beautiful, Inc. for plant materials and installation of landscaping along both sides of SR A1A and Blue Heron Boulevard from US1 to the northern municipal limits at Burnt Bridge; and

WHEREAS, the City is requesting from Keep Palm Beach County Beautiful Inc., financial assistance in the amount of \$100,000, where a match of \$50,000 from the City is required of the program mentioned above.

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 of Riviera Beach City Council authorizes and supports the grant application to the Keep Palm Beach County Beautiful for funding assistance toward landscaping and installation along State Road A1A.

SECTION 2. The City of Riviera Beach Finance Director is hereby authorized to appropriate \$50,000 from the Capital Improvements Traffic Account No: 310-0717-541-6351.

SECTION 3. The City of Riviera Beach intends to install landscaping on both sides of Blue Heron Boulevard and SR A1A from US1 to the northern municipal limits, Burnt Bridge, on Singer Island.

RESOLUTION NO. 60-07
PAGE 2

SECTION 4. The City of Riviera Beach intends to contract out this project as its own entity.

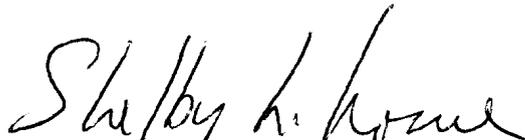
SECTION 5. The City of Riviera Beach intends to maintain the landscaping at the expense of the City of Riviera Beach for public use.

SECTION 6. This Resolution shall take effect immediately upon approval.

PASSED AND APPROVED 16TH DAY OF MAY 2007

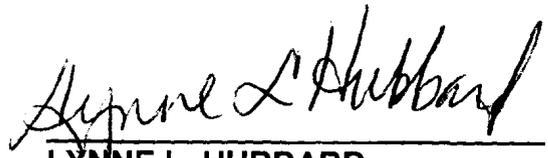
APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

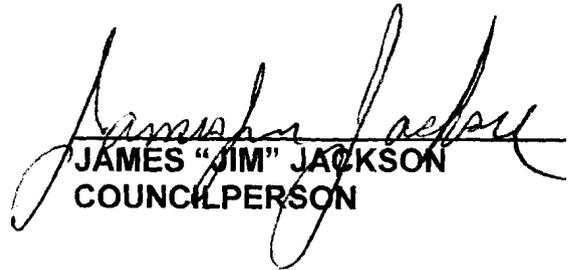
ATTEST:


CARIE E. WARD,
MASTER MUNICIPAL CLERK
ITV CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON _____

SECONDED BY: C. THOMAS _____

S. LOWE _____ AYE

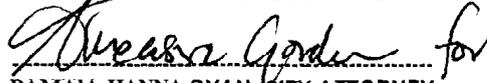
L. HUBBARD _____ AYE

C. THOMAS _____ AYE

N. DUNCOMBE _____ AYE

J. JACKSON _____ AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA HANNA RYAN, CITY ATTORNEY

DATE: 5/8/07

RESOLUTION NO. 61-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDER NUMBER 2 TO TRAFFIC CALMING PROJECT IN THE AMOUNT OF \$36,750.00 FOR INSTALLING SPEED HUMPS AROUND THE CITY PARKS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; AUTHORIZING INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS; MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to increase traffic safety by installing speed humps to reduce speeding on its streets; and

WHEREAS, the City Council per Resolution Number 159-06 awarded the installation of speed humps to Charles S. Whiteside, Inc.; and

WHEREAS, the City desires to install five additional speed humps at Goodmark Park and George Street Parks.

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

SECTION 1. Change order number 2 is approved in the amount of \$36,750.00.

SECTION 2. The City Manager is authorized to execute the change order.

SECTION 3. The Finance Director is authorized to transfer \$36,750.00 from Street Improvement Account No. 310-0716-541-2-6355 to Traffic Calming Account No. 310-0716-541-0-6355 and make payment for same.

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

PASSED and APPROVED on this 16TH day of MAY, 2007.

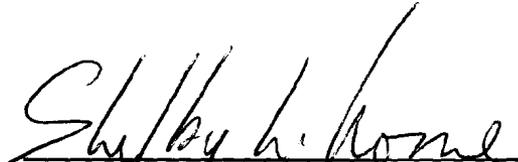
RESOLUTION NO. 61-07

PAGE -2-

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



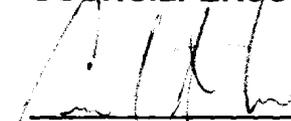
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



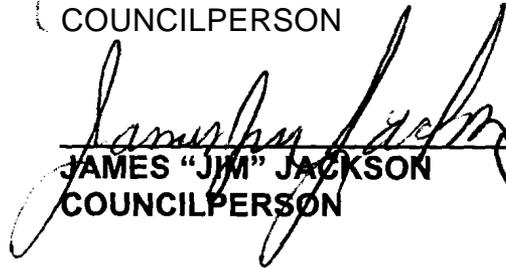
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

RESOLUTION NO. 62-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY MUNICIPAL LIGHTING SYSTEMS, INC. FOR PURCHASING DECORATIVE POLES AND FIXTURES FOR CITY HALL PARKING LOT LIGHTING PROJECT IN THE AMOUNT OF \$134,438.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS; MAKE PAYMENT FOR SAME ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to promote safety by upgrading the lighting level at the City Hall parking lot; and

WHEREAS, Municipal Lighting Systems, Inc. is the exclusive distributor of decorative poles and lighting fixtures for AMERON and LUMEC products;

WHEREAS, Municipal Lighting Systems, Inc. proposes to provide 48 decorative street light poles and fixtures for \$134,438.00.

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

SECTION 1. The proposal submitted by Municipal Lighting Systems, Inc. is hereby accepted for \$134,438.00.

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

SECTION 3. The Finance Director is authorized to appropriate \$134,438.00 as follows:

Revenue, fund balance 607-00-399999

Expenditure, Improvement other than building 607-0203-519-0-6301.

SECTION 4. The Finance Director is authorized to make payment for same.

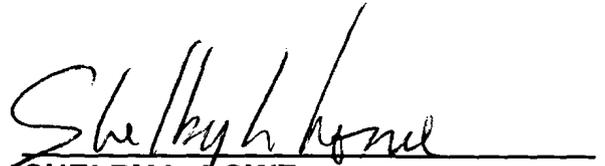
SECTION 5. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 16TH day of MAY, 2007.

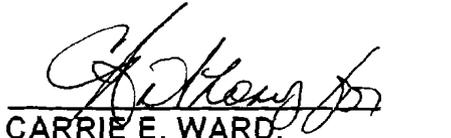
RESOLUTION NO. 62-07
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APPROVED:


THOMAS A. MASTERS
MAYOR

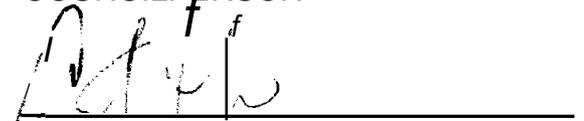

SHELBY L. LOWE
CHAIRPERSON

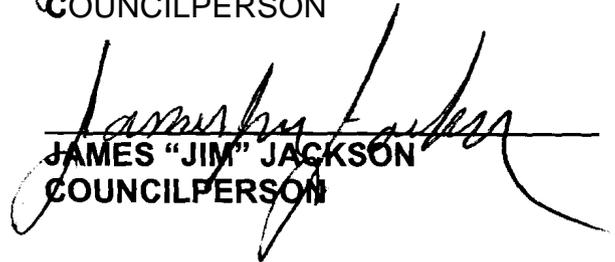
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5-9-07