

RESOLUTION NO. 191-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INITIATING AND DECLARING A ZONING IN PROGRESS FOR ALL PARCELS OF PROPERTY ZONED "RESORT HOTEL"; AND PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 2(b), Article VIII, of the Florida Constitution and Section 166.021, Florida Statutes, the City of Riviera Beach is authorized and required to protect the public health, safety, and welfare and may exercise any power for a governmental purpose except when expressly prohibited by law, and pursuant to Section 163.3202, Florida Statutes, the City has enacted land development regulations, consistent with its adopted Comprehensive Plan, which protect the quality of life in the City; and

**WHEREAS**, the City Council is considering amending Ordinance Number 2922, establishing the Resort Hotel Zoning District; and

**WHEREAS**, the City Council and staff desire to diligently develop and study such changes and need a reasonable time period in which to do so in order to properly plan and implement such changes; and

**WHEREAS**, the City Council wishes to initiate and declare a zoning in progress for all parcels zoned Resort Hotel.

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

**SECTION 1.** The City Council hereby declares a zoning in progress for all parcels zoned Resort Hotel. The zoning in progress shall extend for a period not to exceed six months from the date of this Resolution.

**SECTION 2.** No development order, site plan approval, permit, or license of any kind shall be issued, and no change of occupancy shall occur if such development order, site plan approval, permit, license, or occupancy would result in a non-conforming or unlawful use of the properties zoned RH should the proposed changes as being considered by the City be adopted.

**SECTION 3.** This resolution does not affect the Island Spa site plan (to be amended) or other applications that have previously been approved by the City Council.



RESOLUTION NO. 192-02  
PAGE 3

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye



RESOLUTION NO. 193-02

-2-

PASSED and APPROVED this 16th day of October, 2002.

APPROVED:



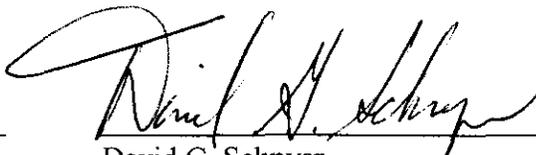
Michael D. Brown  
Mayor

Attest:

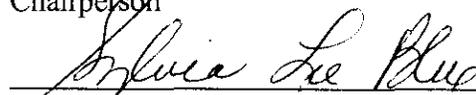
[Municipal Seal]



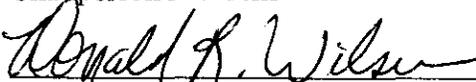
Carrie E. Ward,  
Master Municipal Clerk  
City Clerk



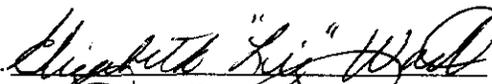
David G. Schnyer  
Chairperson



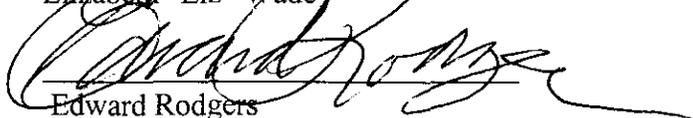
Sylvia Lee Blue  
Chairperson Pro Tem



Donald R. Wilson



Elizabeth "Liz" Wade



Edward Rodgers  
Council Members

Approved as to legal sufficiency

By:   
City Attorney

Date: 10/16/02

RESOLUTION NO. 194-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT IN THE AMOUNT OF \$1,723.00 TO BRITISH AEROSPACE SYSTEMS (BAE SYSTEMS), TO PROVIDE PROFESSIONAL PHOTOGRAMMETRIC ENGINEERING SERVICES TO PROVIDE DIGITAL ORTHOPHOTOGRAPHY COVERAGE OF THE COMBINED CITY AND SERVICE AREAS VIA RESOLUTION NO. 203-01; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-6404.

**WHEREAS,** Via Resolution No. 203-01, BAE SYSTEMS was authorized to provide digital orthophotography coverage of the combined city and service areas. This project has reached its final phase; and

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

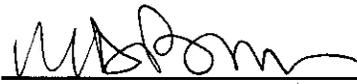
**Section 1:** That the City Council hereby authorizes the final payment to BAE SYSTEMS for services rendered in the amount of \$1,723.00.

**Section 2:** That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 401-1417-5360-6404.

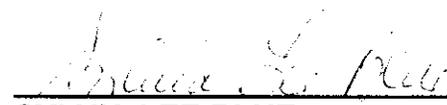
**Section 3:** That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND ADOPTED this 6th day of NOVEMBER, 2002.

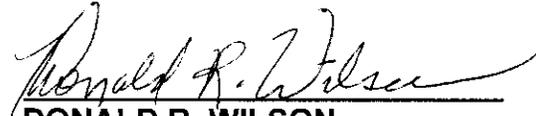
APPROVED:

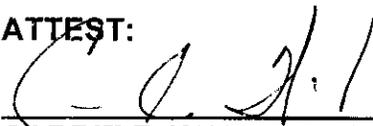
  
\_\_\_\_\_  
MICHAEL D. BROWN,  
MAYOR

  
\_\_\_\_\_  
DAVID G. SCHNYER,  
CHAIRPERSON

  
\_\_\_\_\_  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

  
\_\_\_\_\_  
DONALD R. WILSON

ATTEST:  
  
\_\_\_\_\_  
CARRIE E. WARD, MMC  
CITY CLERK

  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE

  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

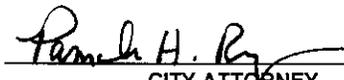
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/29/02

RESOLUTION NO. 194-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT IN THE AMOUNT OF \$1,723.00 TO BRITISH AEROSPACE SYSTEMS (BAE SYSTEMS), TO PROVIDE PROFESSIONAL PHOTOGRAMMETRIC ENGINEERING SERVICES TO PROVIDE DIGITAL ORTHOPHOTOGRAPHY COVERAGE OF THE COMBINED CITY AND SERVICE AREAS VIA RESOLUTION NO. 203-01; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-6404.

**WHEREAS,** Via Resolution No. 203-01, BAE SYSTEMS was authorized to provide digital orthophotography coverage of the combined city and service areas. This project has reached its final phase; and

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

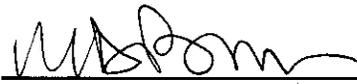
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**Section 2:** That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 401-1417-5360-6404.

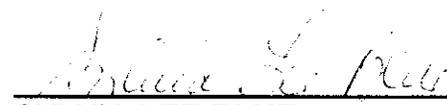
**Section 3:** That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND ADOPTED this 6th day of NOVEMBER, 2002.

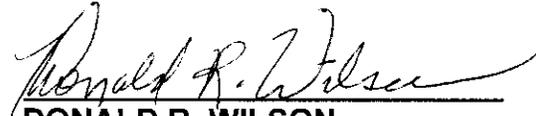
APPROVED:

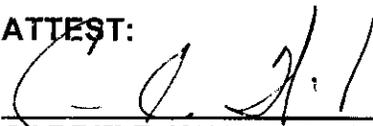
  
\_\_\_\_\_  
MICHAEL D. BROWN,  
MAYOR

  
\_\_\_\_\_  
DAVID G. SCHNYER,  
CHAIRPERSON

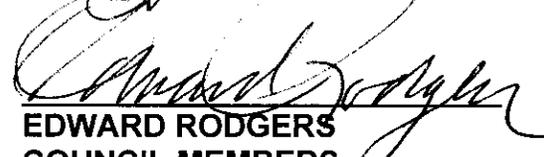
  
\_\_\_\_\_  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

  
\_\_\_\_\_  
DONALD R. WILSON

ATTEST:  
  
\_\_\_\_\_  
CARRIE E. WARD, MMC  
CITY CLERK

  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE

  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

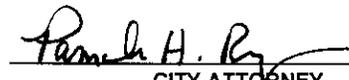
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/29/02

RESOLUTION NO. 195-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING NORTH COUNTY PUD PLAT # 2, LOCATED WEST OF MILITARY TRAIL AND SOUTH OF DYER ROAD IN AN R-PUD ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**WHEREAS**, Continental Homes of Florida, Inc. is requesting approval of North County PUD Plat # 2 for 261 Lots for a Patio home and Townhome development as part of an R-PUD that was approved by City Council on November 1, 2000.

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

**SECTION 1.** That the City accepts the North County PUD Plat 2 (Exhibit "A").

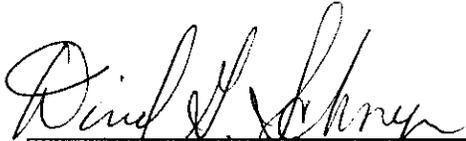
**SECTION 3.** This resolution shall take effect immediately upon its passage.

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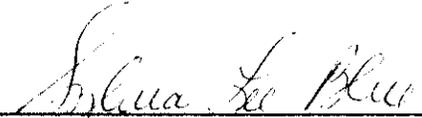
PASSED AND APPROVED this 6th day of November, 2002

APPROVED:

  
MAYOR MICHAEL D. BROWN

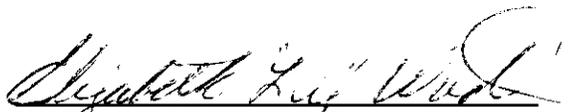
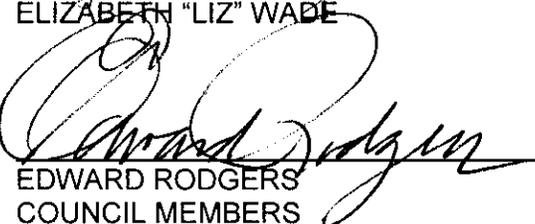
  
DAVID G. SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

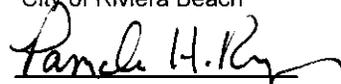
ATTEST:  
  
CARRIE E. WARD, MMC  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: aye  
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY  
City Attorney  
City of Riviera Beach  
  
Date: 10/29/02

# INTY P.U.D. PLAT 2

RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 6

STATE OF FLORIDA )  
 ) SS  
 COUNTY OF PALM BEACH )  
 THIS PLAT WAS FILED FOR RECORD AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002, AND \_\_\_\_\_ PLAT BOOK NO. \_\_\_\_\_

### AREA SUMMARY

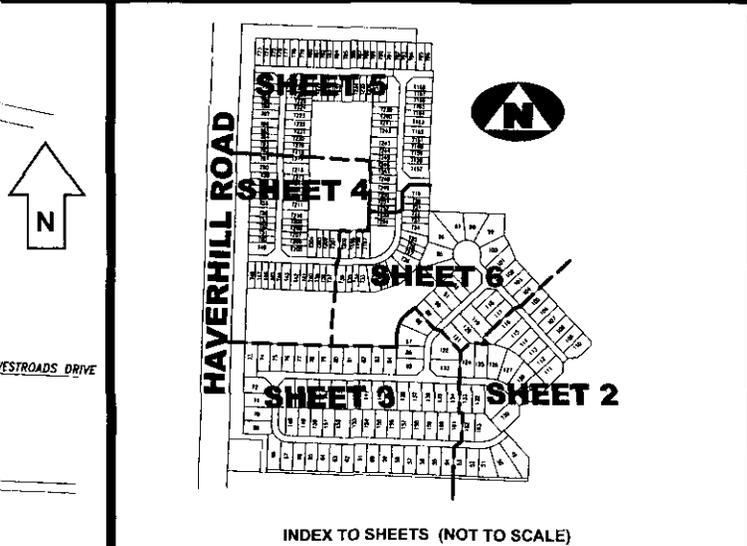
TRACT "A"	2.93 ACRES
TRACT "L-6"	2.38 ACRES
TRACT "L-7"	2.82 ACRES
TRACT "O-9"	0.92 ACRES
TRACT "O-10"	0.92 ACRES
TRACT "O-11"	0.13 ACRES
TRACT "O-12"	0.20 ACRES
TRACT "O-13"	0.05 ACRES
LOTS (261)	22.47 ACRES
TOTAL AREA	33.74 ACRES

**RECEIVED**  
 SEP 27 2002  
 DOROTHY WICKEN  
 CLERK OF THE CIRCUIT COURT  
 DEPUTY CLERK  
 COMMUNITY DEVELOPMENT DEPARTMENT

### NOTICE AND DISCLOSURE:

#### UNIT OF DEVELOPMENT 07

NOTICE AND DISCLOSURE OF TAXING AUTHORITY BY NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA. NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND THE PROPERTY BEING PLATTED AND SHOWN HEREON LIES WITHIN ITS UNIT OF DEVELOPMENT 07.



### SURVEYOR'S NOTES AND LEGEND:

THE BASE BEARING, AS SHOWN HEREON, IS NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST.

- ⊙ DENOTES A FOUND PERMANENT CONTROL POINT (L.S. 2424)
- ⊠ DENOTES A FOUND PERMANENT REFERENCE MONUMENT (L.S. 2424)
- ⊙ DENOTES A SET PERMANENT CONTROL POINT (L.S. 2424)
- ⊠ DENOTES A SET PERMANENT REFERENCE MONUMENT (L.S. 2424)

AND CANDACE SHARPSTEEN, WHO ARE PERSONALLY KNOWN TO ME, AND WHO (FARY, RESPECTIVELY, OF CONTINENTAL HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. THEY EXECUTED SUCH INSTRUMENT AS PRESIDENT AND SECRETARY OF SAID CORPORATION.

\_\_\_\_\_, 2002.  
 SEAL: \_\_\_\_\_  
 NOTARY PUBLIC

### TITLE CERTIFICATION:

STATE OF FLORIDA )  
 ) SS  
 COUNTY OF PALM BEACH )

I, JUAN RODRIGUEZ, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN CONTINENTAL HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, THAT THE CURRENT TAXES HAVE BEEN PAID; THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_  
 JUAN RODRIGUEZ, ATTORNEY-AT-LAW  
 MEMBER OF THE FLORIDA BAR

### GENERAL EASEMENT NOTES & RESTRICTIVE COVENANTS:

- BUILDING SETBACKS SHALL CONFORM TO THE CITY OF RIVIERA BEACH LAND DEVELOPMENT CODE.

### CITY APPROVAL:

IT IS HEREBY CERTIFIED THAT THIS PLAT OF "NORTH COUNTY P.U.D. PLAT 2" HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY OF RIVIERA BEACH, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

BY: \_\_\_\_\_  
 MICHAEL D. BROWN  
 MAYOR

BY: \_\_\_\_\_  
 CARRIE E. WARD  
 CITY CLERK

BY: \_\_\_\_\_  
 L. JOHN SAMADI, P.E.  
 CITY ENGINEER

SEAL  
 CARRIE E. WARD  
 CLERK, CITY OF RIVIERA BEACH

### CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

ON BEHALF OF THE CITY OF RIVIERA BEACH, THE UNDERSIGNED, A LICENSED PROFESSIONAL SURVEYOR AND MAPPER, HAS REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES.

DATE: \_\_\_\_\_  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA  
 CERTIFICATE NO. \_\_\_\_\_

SEAL  
 REVIEWING SURVEYOR

### MENT DISTRICT ACKNOWLEDGEMENT:

IT HEREBY ACKNOWLEDGES THAT THERE ARE NO DEDICATIONS TO, NOR SET ON THIS PLAT

\_\_\_\_\_, 2002.  
 SEAL: \_\_\_\_\_  
 NOTARY PUBLIC

CITY IMPROVEMENT DISTRICT

BY: \_\_\_\_\_  
 PAMELA M. RAUCH, PRESIDENT  
 BOARD OF DIRECTORS

BEST REPRESENTATION OF A SURVEY MADE UNDER THE BEST OF MY KNOWLEDGE AND BELIEF AND PLACED AS REQUIRED BY LAW, AND THAT THIS INSTRUMENT IS NOT TO BE CONSIDERED AS A SUBSTITUTE FOR THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

**NOTICE:**  
 THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS INSTRUMENT WAS PREPARED BY WM. R. VAN CAMPEN, P.S.M. 2424 IN AND FOR THE OFFICES OF BENCH MARK LAND SURVEYING & MAPPING, INC., 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FLORIDA.

**BENCH MARK**  
 LAND SURVEYING & MAPPING, INC.  
 4152 W. BLUE HERON BLVD. SUITE 121  
 RIVIERA BEACH, FLORIDA 33404  
 PHONE: (561) 848-2102 FAX: (561) 844-9659 L.B. NO. 2171  
 EMAIL: bmsm@aol.com WEB: http://members.aol.com/bmsm

JULY 2002

NORTH CO

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH

DEDICATION:

STATE OF FLORIDA )
) SS
COUNTY OF PALM BEACH )

KNOW ALL MEN BY THESE PRESENTS, THAT CONTINENTAL HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, OWNER OF THE LAND SHOWN HEREON LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "NORTH COUNTY P.U.D. PLAT 2", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF NORTH COUNTY P.U.D. PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGE 160, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 60 FOOT CANAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, SAID PUBLIC RECORDS, THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 989.76 FEET TO THE SOUTHEAST CORNER OF THE LANDS RECORDED IN OFFICIAL RECORDS BOOK 8447, PAGE 1308, SAID PUBLIC RECORDS, THENCE, NORTH 01°49'15" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 115.00 FEET, THENCE, NORTH 89°19'12" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 120.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE SAID NORTHWEST ONE-QUARTER OF SECTION 36, THENCE, NORTH 01°49'15" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER AND ALONG THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD (A 100 FOOT POSTED AND VIEWED RIGHT-OF-WAY), A DISTANCE OF 1,483.96 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 36; THENCE, SOUTH 88°26'48" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 637.16 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF NORTH COUNTY P.U.D. PLAT 1, THENCE THE FOLLOWING 25 COURSES ALONG THE WESTERLY BOUNDARY OF SAID PLAT: THENCE, SOUTH 01°33'12" WEST, A DISTANCE OF 145.20 FEET, THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 81.14 FEET, THENCE, SOUTH 01°33'12" WEST, A DISTANCE OF 24.00 FEET, THENCE, SOUTH 43°18'47" EAST, A DISTANCE OF 35.27 FEET, THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 388.20 FEET, THENCE, SOUTH 88°10'45" EAST, A DISTANCE OF 24.00 FEET, THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET, THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 73.52 FEET, THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 95.20 FEET, THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 271.90 FEET, THENCE, SOUTH 01°33'12" WEST, A DISTANCE OF 77.18 FEET, THENCE, SOUTH 27°32'05" EAST, A DISTANCE OF 38.63 FEET, THENCE, SOUTH 22°17'21" EAST, A DISTANCE OF 57.00 FEET, THENCE, SOUTH 43°18'47" EAST, A DISTANCE OF 400.45 FEET, THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 16.30 FEET, THENCE, SOUTH 48°40'48" WEST, A DISTANCE OF 63.53 FEET, THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 35.36 FEET, THENCE, SOUTH 46°40'48" WEST, A DISTANCE OF 24.00 FEET, THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 35.36 FEET, THENCE, SOUTH 48°40'48" WEST, A DISTANCE OF 150.40 FEET, THENCE, NORTH 88°19'12" WEST, A DISTANCE OF 35.36 FEET, THENCE, SOUTH 46°40'48" WEST, A DISTANCE OF 24.00 FEET, THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 35.36 FEET, THENCE, SOUTH 46°40'48" WEST, A DISTANCE OF 75.20 FEET, THENCE, SOUTH 43°19'12" EAST, A DISTANCE OF 134.30 FEET, THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 83.68 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL OF THAT CERTAIN PARCEL OF LAND LABELED AS "NOT A PART OF THIS PLAT" SHOWN AND DESCRIBED ON SAID PLAT OF NORTH COUNTY P.U.D. PLAT 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1156 OF SAID PLAT: THENCE, NORTH 88°26'48" WEST, ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 70.20 FEET, THENCE, NORTH 43°18'47" WEST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 35.27 FEET, THENCE, NORTH 01°49'15" EAST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 312.32 FEET, THENCE, NORTH 46°41'13" EAST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 35.44 FEET, THENCE, SOUTH 88°26'48" EAST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 70.20 FEET, THENCE, SOUTH 01°49'15" WEST, CONTINUING ALONG THE BOUNDARY OF SAID PLAT, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33.74 ACRES, MORE OR LESS

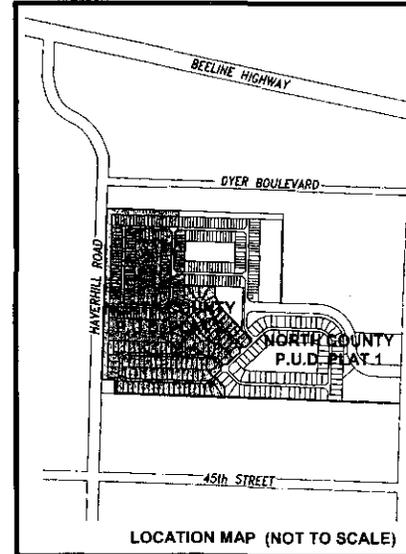
HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE/RESERVE AS FOLLOWS:

- 1. THE 10 FOOT UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES INCLUDING CABLE TELEVISION SYSTEMS...
2. TRACT "A" (ROADWAYS), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE TURTLE CAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION...
3. TRACTS "O-9", "O-10", "O-11", "O-12" AND "O-13" (OPEN SPACE), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TURTLE CAY MASTER ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION...
4. TRACTS "L-6" AND "L-7" (LAKES), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TURTLE CAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION...
5. THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TURTLE CAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION...
6. THE LAKE MAINTENANCE EASEMENTS, AND THE LAKE MAINTENANCE ACCESS EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TURTLE CAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION...
7. THE DRAINAGE EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TURTLE CAY MASTER ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS...
8. AN INGRESS/EGRESS EASEMENT OVER ALL OF TRACT "A" IS HEREBY DEDICATED TO THE CITY OF RIVIERA BEACH FOR MAINTENANCE OF UTILITIES...
9. THE EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF RIVIERA BEACH FOR EMERGENCY VEHICLE ACCESS PURPOSES...

IN WITNESS WHEREOF, CONTINENTAL HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS. THIS DAY OF , 2002.

BY: CONTINENTAL HOMES OF FLORIDA, INC.
A FLORIDA CORPORATION

ATTEST: CANDACE SHARPSTEEN, SECRETARY BY: PAUL ROMANOWSKI, PRESIDENT



ACKNOWLEDGMENT:

STATE OF FLORIDA )
) SS
COUNTY OF PALM BEACH )
BEFORE ME PERSONALLY APPEARED PAUL ROMANOWSKI, PRESIDENT AND SECRETARY OF CONTINENTAL HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, AND THEY ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF

ACCEPTANCE OF DEDICATIONS:

STATE OF FLORIDA )
) SS
COUNTY OF PALM BEACH )
THE TURTLE CAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION, AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS THE FOREGOING INSTRUMENT AS PRESIDENT AND SECRETARY OF SAID CORPORATION, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.
MY COMMISSION EXPIRES DAY OF 2001.
TURTLE CAY MASTER ASSOCIATION, INC.
A FLORIDA CORPORATION
ATTEST: CANDACE SHARPSTEEN, SECRETARY

ACKNOWLEDGMENT:

STATE OF FLORIDA )
) SS
COUNTY OF PALM BEACH )
BEFORE ME PERSONALLY APPEARED PAUL ROMANOWSKI, PRESIDENT AND SECRETARY OF CONTINENTAL HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, AND THEY ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

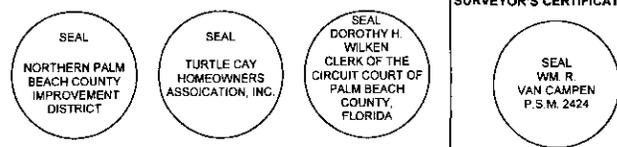
STATE OF FLORIDA )
) SS
COUNTY OF PALM BEACH )
THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS. THIS DAY OF

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ATTEST: PETER L. PIMENTEL, SECRETARY
BOARD OF DIRECTORS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS PREPARED BY MY RESPONSIBLE DIRECTION AND SUPERVISION, IN MY BELIEF, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET UNDER THE GUARANTEES POSTED WITH THE PLAT IMPROVEMENTS; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH THE STATUTES, AS AMENDED, AND ORDINANCES OF THE CITY OF RIVIERA BEACH, FLORIDA.

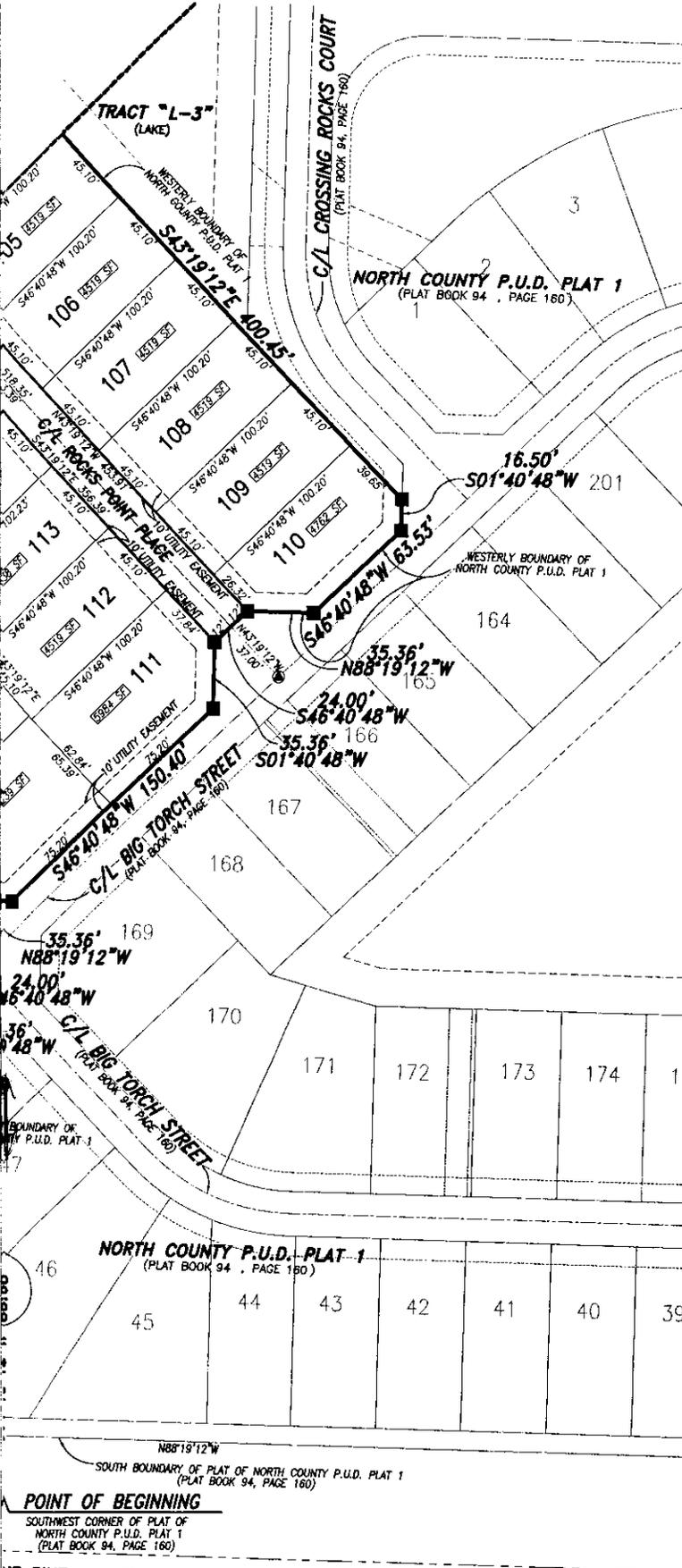
BY: WM. R. VAN CAMPEN, L.S. 2424 DATED THIS DAY OF



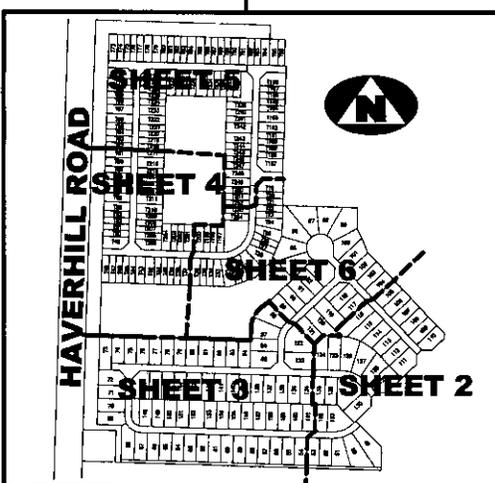
# D. PLAT 2

SHEET 2 of 6

SECTION 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA



0 20' 40' 80'  
GRAPHIC SCALE  
(IN FEET)



### LEGEND:

- E.V.A.E. DENOTES A EMERGENCY VEHICLE ACCESS EASEMENT
- L.M.E. DENOTES A LAKE MAINTENANCE EASEMENT
- (R) DENOTES A RADIAL LINE
- C/L DENOTES A CENTERLINE
- U.E. DENOTES UTILITY EASEMENT
- D.E. DENOTES DRAINAGE EASEMENT
- D.B. DENOTES DEED BOOK
- L.A.E. DENOTES LIMITED ACCESS EASEMENT
- R DENOTES RADIUS DISTANCE
- L DENOTES ARC LENGTH DISTANCE
- CA DENOTES CENTRAL ANGLE
- CB DENOTES LONG CHORD BEARING
- CD DENOTES CHORD DISTANCE
- POB DENOTES POINT OF BEGINNING
- POC DENOTES POINT OF COMMENCEMENT
- ORB DENOTES OFFICIAL RECORDS BOOK
- P.B. DENOTES PLAT BOOK NUMBER
- PG. DENOTES PAGE NUMBER
- ☐ DENOTES A SET PERMANENT REFERENCE MONUMENT (L.S. NO. 2424)
- ⊙ DENOTES A SET PERMANENT CONTROL POINT (L.S. NO. 2424)
- DENOTES A FOUND PERMANENT REFERENCE MONUMENT (L.S. NO. 2424)
- ⊗ DENOTES A FOUND PERMANENT CONTROL POINT (L.S. NO. 2424)

### SURVEYOR'S NOTES:

1. THE BASE BEARING, AS SHOWN HEREON, IS NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 36.
2. IN THOSE INSTANCES WHERE UTILITY/DRAINAGE STRUCTURES ARE CONSTRUCTED IN CONFLICT WITH THE PLATTED PERMANENT CONTROL POINTS (P.C.P.) POSITION, STRADDLERS MONUMENTED AS PERMANENT CONTROL POINTS WILL BE SET TO REFERENCE THE PLATTED P.C.P. POSITION.
3. LINES WHICH INTERSECT CURVES ARE NOT RADIAL UNLESS OTHERWISE NOTED.
4. THIS INSTRUMENT WAS PREPARED BY WM. R. VAN CAMPEN, P.S.M. IN AND FOR THE OFFICES OF BENCH MARK LAND SURVEYING AND MAPPING, INC., 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FLORIDA.

**BENCH MARK** LAND SURVEYING & MAPPING, INC.  
 4152 W. BLUE HERON BOULEVARD • SUITE 121  
 RIVIERA BEACH • FLORIDA 33404  
 PHONE: (561) 848-2102 • L.B. 2171 • FAX: (561) 844-9659  
 EMAIL: bmlsm@aol.com WEB: http://members.aol.com/bmlsm

RECORD PLAT OF

**NORTH COUNTY P.U.D. PLAT 2**

DWN KVC	FB	DATE 5/15/02	WO.# P250
CKD	FILE PLAT PLOT	SCALE 1"=40'	SHEET 2 OF 6

THE PINE ESTATES  
PLAT BOOK 39, PAGE 113

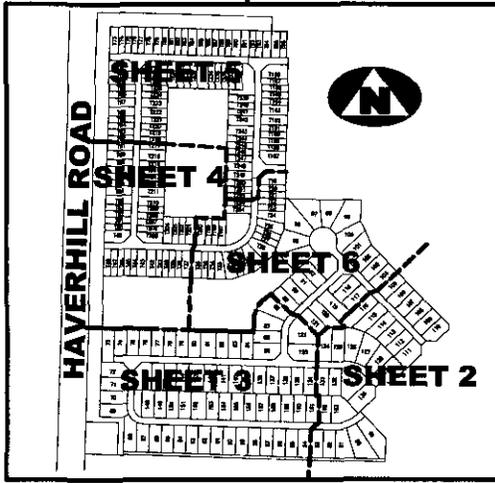
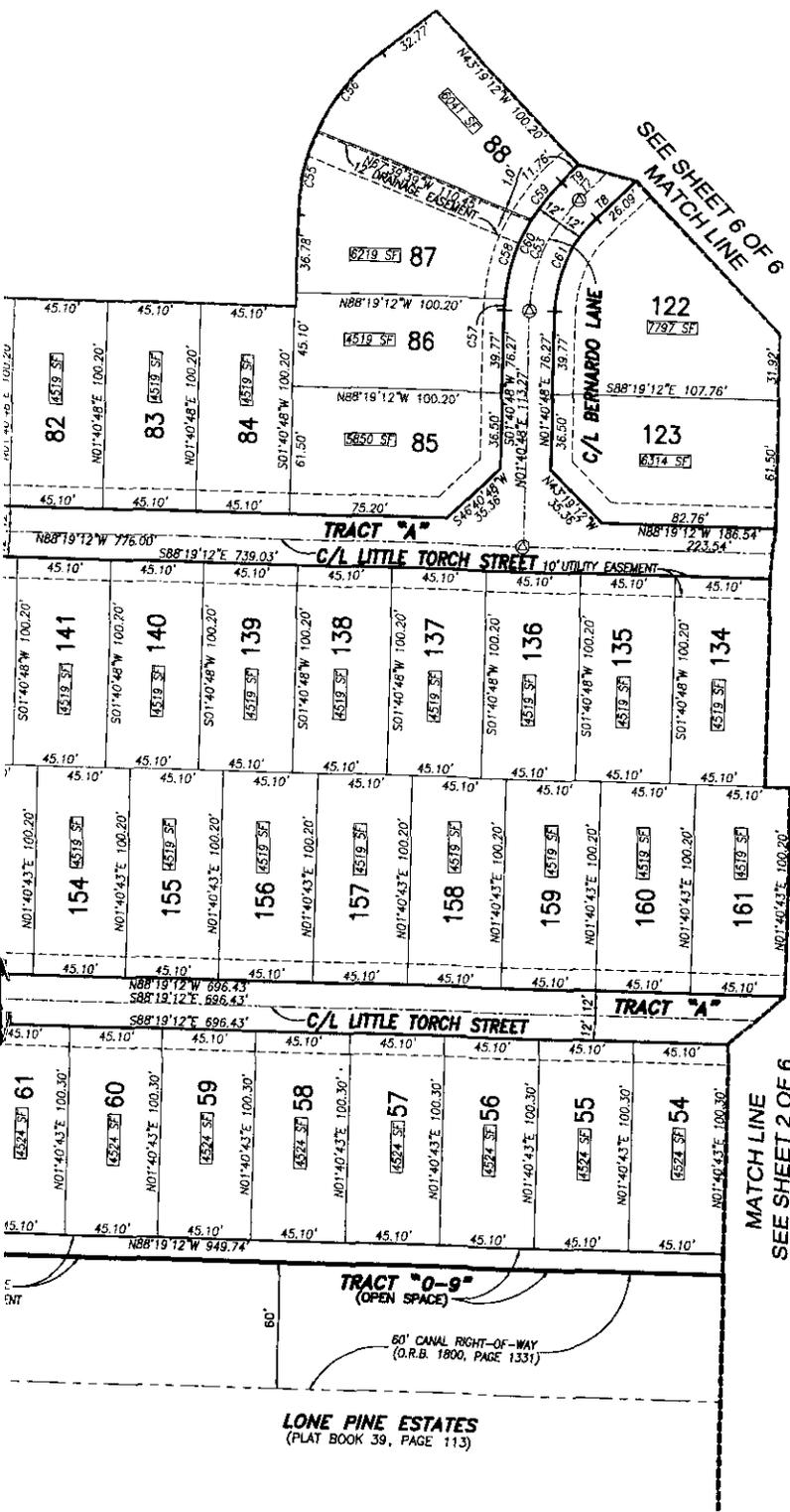
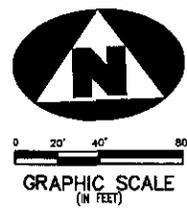


**I.D. PLAT 2**

GE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

**TANGENT TABLE**

N46°40'48"E	21.30
S43°19'12"E	54.07
S43°19'12"E	54.07
N43°19'12"W	54.07
N46°40'48"E	21.30
S46°40'48"W	21.30
N46°40'48"E	245.14
S46°40'48"W	245.14



- LEGEND:**
- E.V.A.E. DENOTES A EMERGENCY VEHICLE ACCESS EASEMENT
  - L.M.E. DENOTES A LAKE MAINTENANCE EASEMENT
  - (R) DENOTES A RADIAL LINE
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  - CH DENOTES CHORD DISTANCE
  - POB DENOTES POINT OF BEGINNING
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  - ORB DENOTES OFFICIAL RECORDS BOOK
  - P.B. DENOTES PLAT BOOK NUMBER
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- SURVEYOR'S NOTES:**
- THE BASE BEARING, AS SHOWN HEREON, IS NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 36.
  - IN THOSE INSTANCES WHERE UTILITY/DRAINAGE STRUCTURES ARE CONSTRUCTED IN CONFLICT WITH THE PLATTED PERMANENT CONTROL POINTS (P.C.P.) POSITION, STRADDLERS MONUMENTED AS PERMANENT CONTROL POINTS WILL BE SET TO REFERENCE THE PLATTED P.C.P. POSITION.
  - LINE WHICH INTERSECT CURVES ARE NOT RADIAL UNLESS OTHERWISE NOTED.
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 EMAIL: bmlsrr@aol.com WEB: http://members.aol.com/bmlsrr

**RECORD PLAT OF**

**NORTH COUNTY P.U.D. PLAT 2**

DWN KYC	FB	DATE 5/15/02	WO.# P250
CKD	FILE PLAT PLOT	SCALE 1"=40'	SHEET 3 OF 6

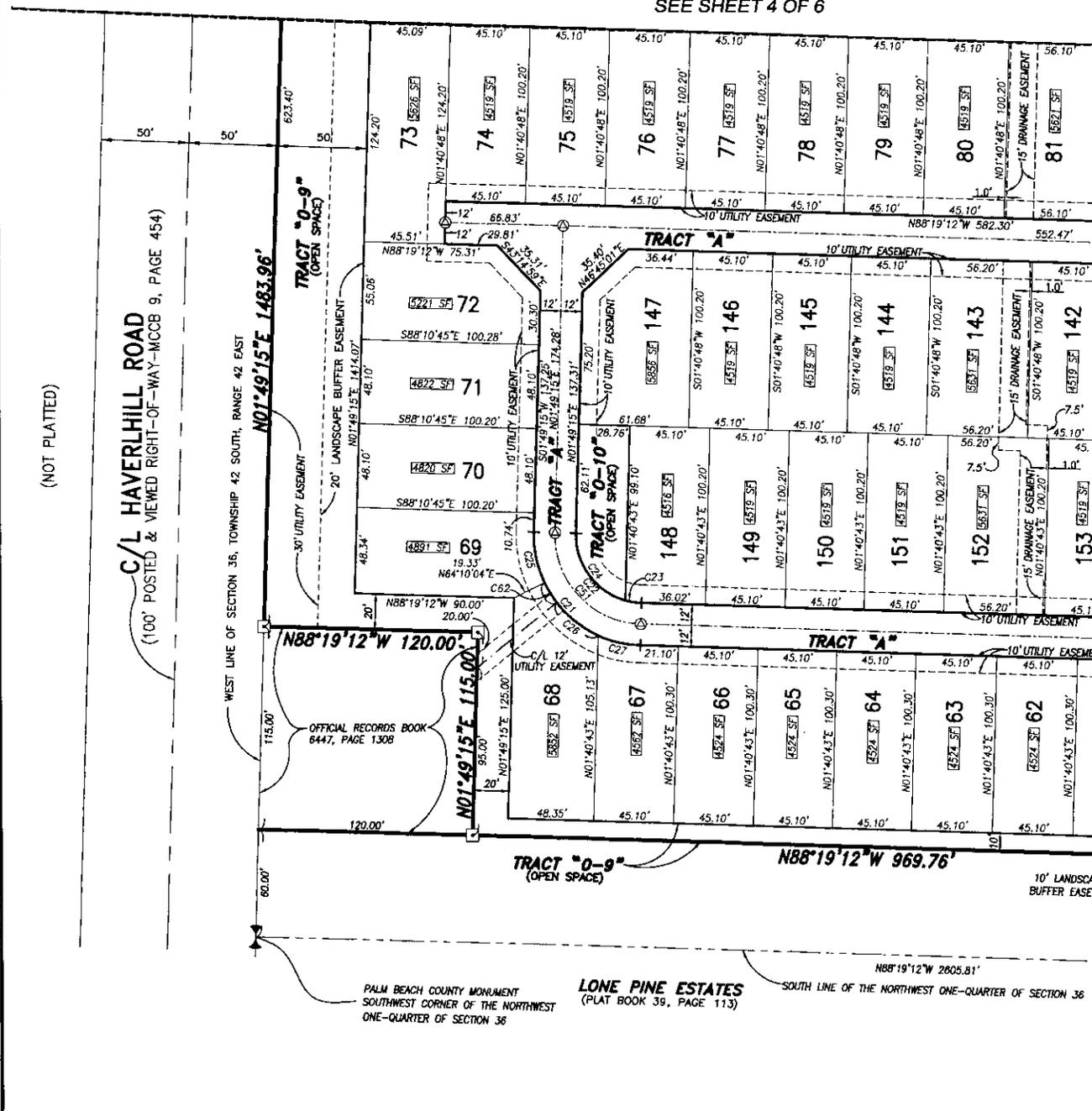
JULY 2002

**NORTH COUNTY P.U.**

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST

CURVE TABLE											
C21	R=62'	CA=80°08'27"	L=97.54'	LCB=M4314.50'W	CHD=87.70'	C55	R=100'	CA=2747°13'	L=41.53'	LCB=M1734.25'E	CHD=41.22'
C22	R=38'	CA=90°08'27"	L=59.78'	LCB=54314.59'E	CHD=51.81'	C56	R=100'	CA=2724°07'	L=42.83'	LCB=M3810.04'E	CHD=47.33'
C23	R=38'	CA=13°49'40"	L=9.17'	LCB=M8124.22'W	CHD=8.15'	C57	R=87'	CA=0330°29'	L=43.33'	LCB=M9140.48'E	CHD=43.33'
C24	R=38'	CA=78°18'11"	L=50.61'	LCB=M16203.00'W	CHD=46.95'	C58	R=87'	CA=2828°44'	L=43.28'	LCB=M1818.16'E	CHD=38.68'
C25	R=62'	CA=27°22'43"	L=29.63'	LCB=51152.08'E	CHD=28.35'	C59	R=87'	CA=1500°30'	L=22.86'	LCB=M3810.23'E	CHD=22.73'
C26	R=82'	CA=28°00'00"	L=30.30'	LCB=M1122.31'W	CHD=30.00'	C60	R=87'	CA=0330°29'	L=43.33'	LCB=M9140.48'E	CHD=43.33'
C27	R=62'	CA=22°43'38"	L=24.65'	LCB=M57653.33'E	CHD=24.48'	C61	R=63'	CA=4200°00'	L=49.48'	LCB=M2410.48'E	CHD=48.28'
C28	R=50'	CA=40°08'27"	L=78.68'	LCB=M4314.50'W	CHD=70.80'	C62	R=82'	CA=1159°00'	L=12.97'	LCB=M3132.58'W	CHD=12.84'
C29	R=79'	CA=45°00'00"	L=58.30'	LCB=M2410.48'E	CHD=57.40'						

MATCH LINE  
SEE SHEET 4 OF 6



(NOT PLATTED)

C/L HAVERHILL ROAD  
(100' POSTED & VIEWED RIGHT-OF-WAY--MCCB 9, PAGE 454)

PALM BEACH COUNTY MONUMENT  
SOUTHWEST CORNER OF THE NORTHWEST  
ONE-QUARTER OF SECTION 36

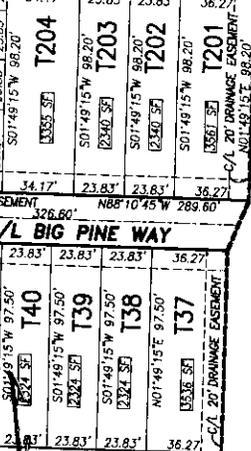
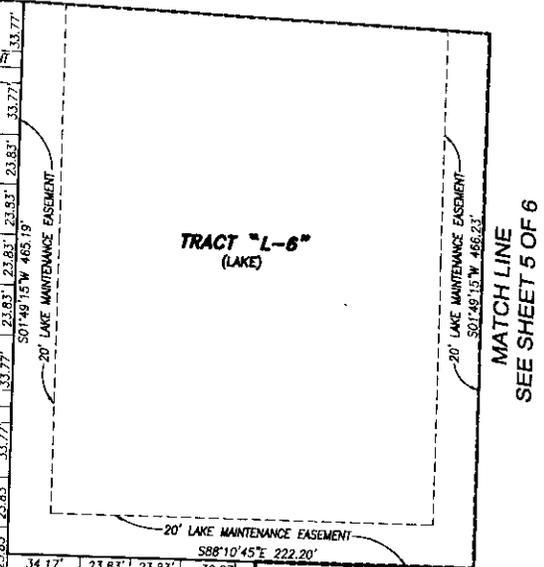
**LONE PINE ESTATES**  
(PLAT BOOK 39, PAGE 113)

SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 36

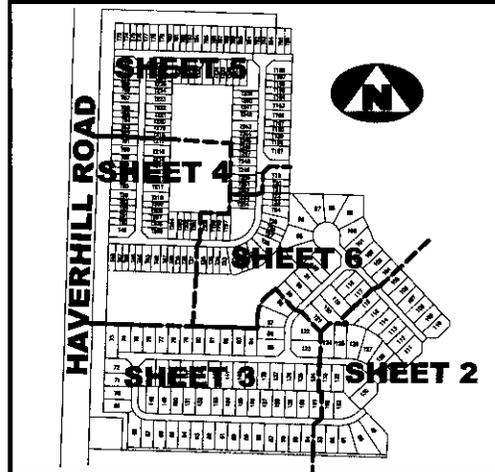
**.D. PLAT 2**

SHEET 4 of 6

GE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA



MATCH LINE  
SEE SHEET 6 OF 6



**LEGEND:**

- E.V.A.E. DENOTES A EMERGENCY VEHICLE ACCESS EASEMENT
- L.M.E. DENOTES A LAKE MAINTENANCE EASEMENT
- (R) DENOTES A RADIAL LINE
- C/L DENOTES A CENTERLINE
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- POB DENOTES POINT OF BEGINNING
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- ☐ DENOTES A SET PERMANENT REFERENCE MONUMENT (L.S. NO. 2424)
- ⊙ DENOTES A SET PERMANENT CONTROL POINT (L.S. NO. 2424)
- ⊙ DENOTES A FOUND PERMANENT REFERENCE MONUMENT (L.S. NO. 2424)
- ⊙ DENOTES A FOUND PERMANENT CONTROL POINT (L.S. NO. 2424)

**SURVEYOR'S NOTES:**

1. THE BASE BEARING, AS SHOWN HEREON, IS NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE NORTH-WEST ONE-QUARTER OF SECTION 36.
2. IN THOSE INSTANCES WHERE UTILITY/DRAINAGE STRUCTURES ARE CONSTRUCTED IN CONFLICT WITH THE PLATTED PERMANENT CONTROL POINTS (P.C.P.) POSITION, STRADDLERS MONUMENTED AS PERMANENT CONTROL POINTS WILL BE SET TO REFERENCE THE PLATTED P.C.P. POSITION.
3. LINES WHICH INTERSECT CURVES ARE NOT RADIAL UNLESS OTHERWISE NOTED.
4. THIS INSTRUMENT WAS PREPARED BY WM. R. VAN CAMPEN, P.S.M. IN AND FOR THE OFFICES OF BENCH MARK LAND SURVEYING AND MAPPING INC., 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FLORIDA.

**BENCH MARK LAND SURVEYING & MAPPING, INC.**  
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**RECORD PLAT OF  
NORTH COUNTY P.U.D. PLAT 2**

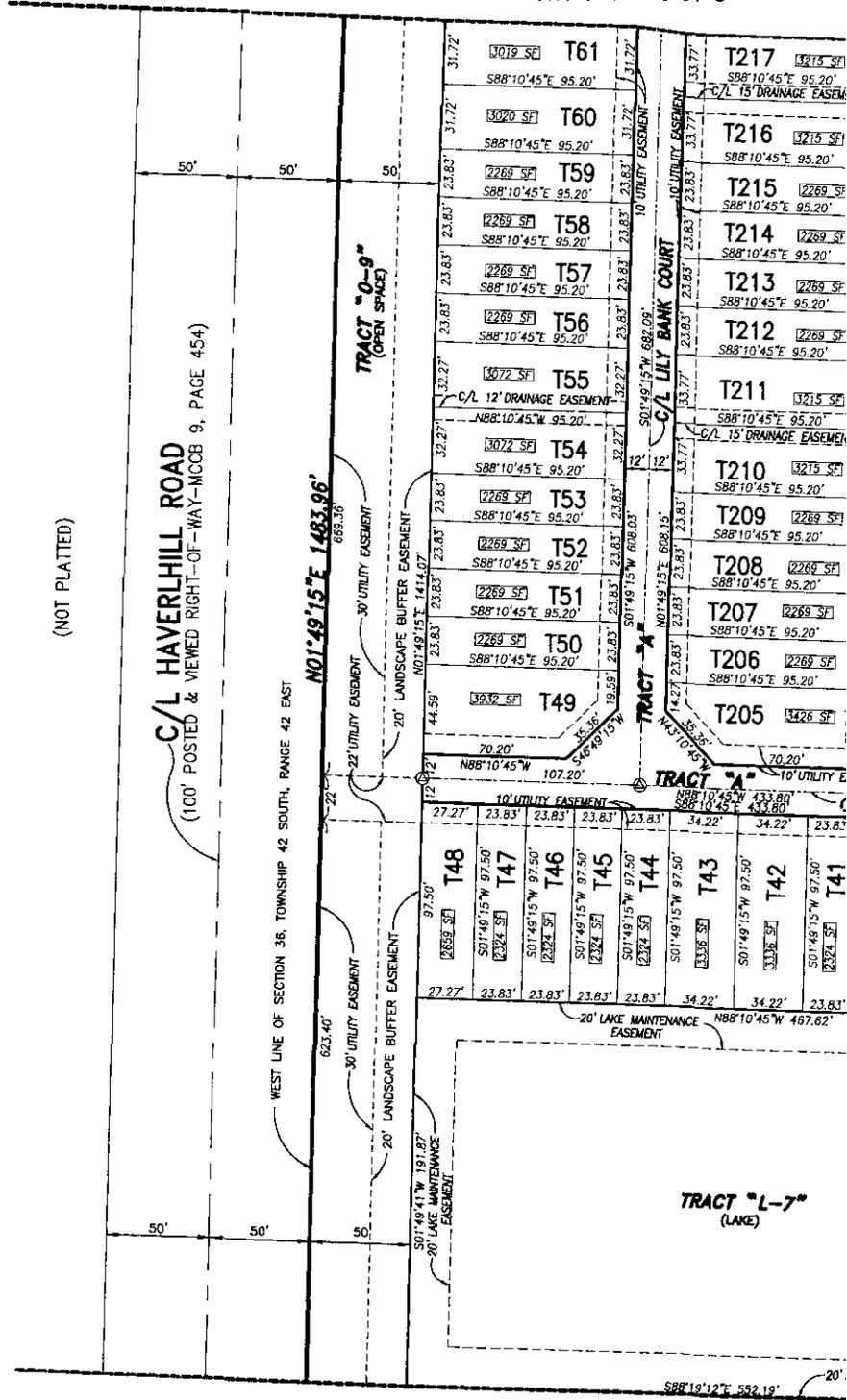
DWN	KVC	FB	DATE	5/15/02	WO.#	P250
CKD		FILE PLAT PLOT	SCALE	1"=40'		SHEET 4 OF 6

JULY 2002

# NORTH COUNTY P.U.

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST

MATCH LINE  
SEE SHEET 5 OF 6



(NOT PLATTED)

C/L HAVERHILL ROAD  
(100' POSTED & VIEWED RIGHT-OF-WAY-MCCOB 9, PAGE 454)

TRACT "O-9"  
(OPEN SPACE)

TRACT "L-7"  
(LAKE)

MATCH LINE  
SEE SHEET 3 OF 6



JULY 2002

NORTH COUNTY P.

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST

FOUND PALM BEACH COUNTY MONUMENT  
NORTHWEST CORNER OF SECTION 36

NOT PLATTED

NORTH LINE  
OF NORTH O  
ONE-QUAR

S88°26'48"E 637.16'

TRACT "0-9"  
(OPEN SPACE)  
(50' LANDSCAPE BUFFER EASEMENT)

(NOT PLATTED)

C/L HAVERHILL ROAD  
(100' POSTED & VIEWED RIGHT-OF-WAY-MCCB 9, PAGE 454)

WEST LINE OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST  
N01°49'15"E 1483.96'

TRACT "0-9"  
(OPEN SPACE)

20' LANDSCAPE BUFFER EASEMENT

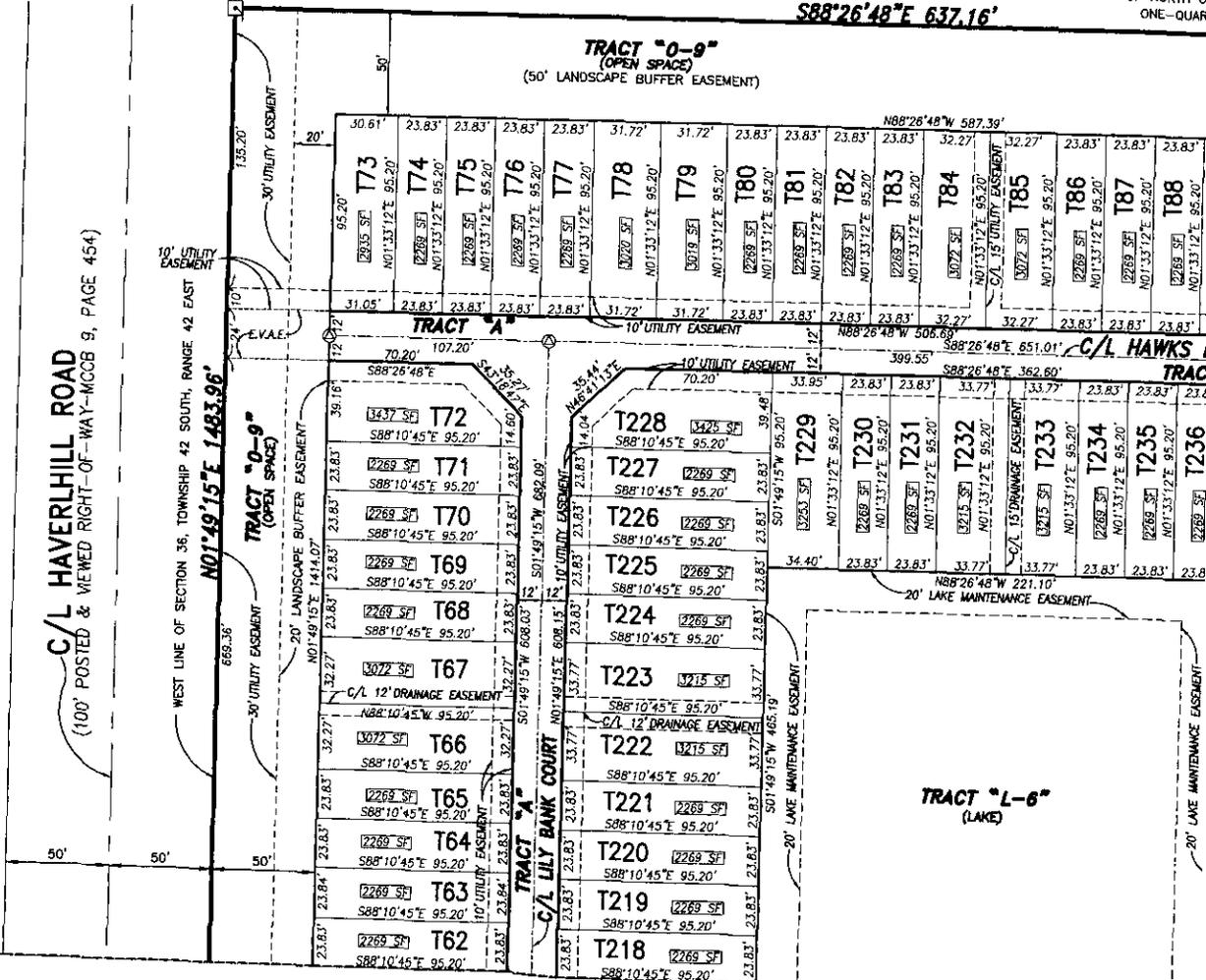
30' UTILITY EASEMENT

10' UTILITY EASEMENT

TRACT "L-6"  
(LAKE)

MATCH LINE  
SEE SHEET 4 OF 6

MATCH LINE  
SEE SHEET 4 OF 6

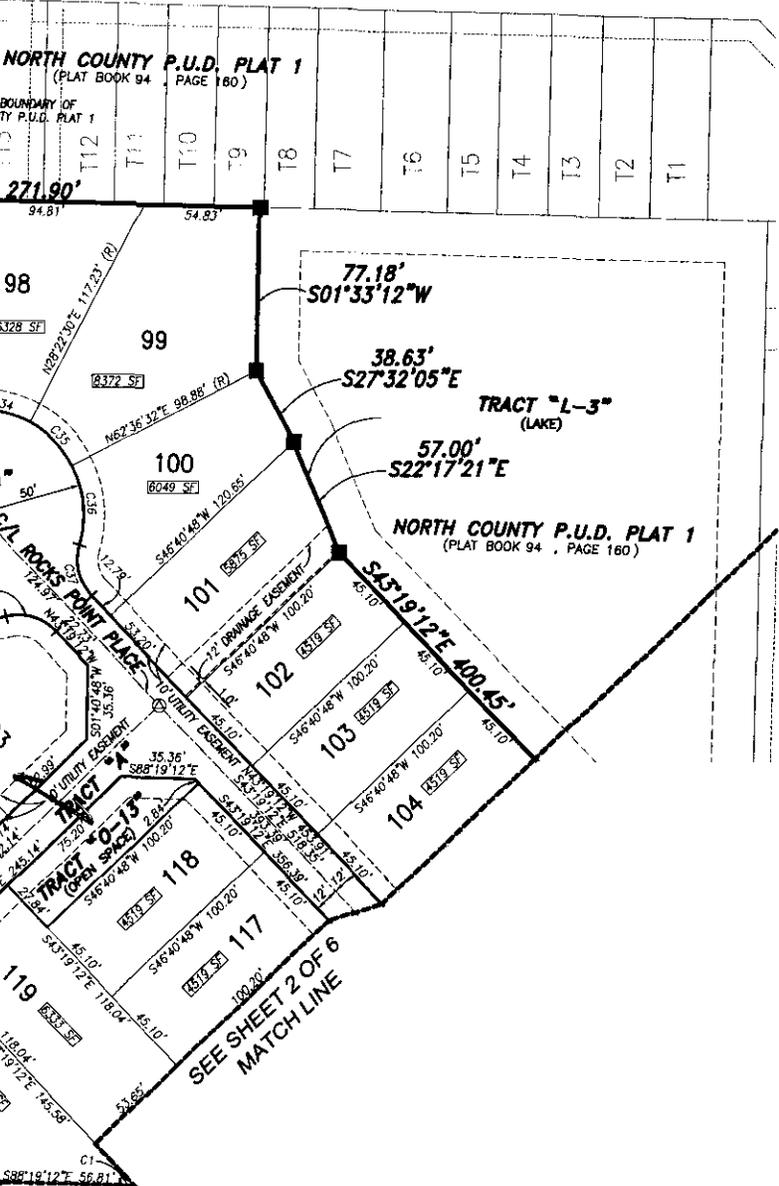
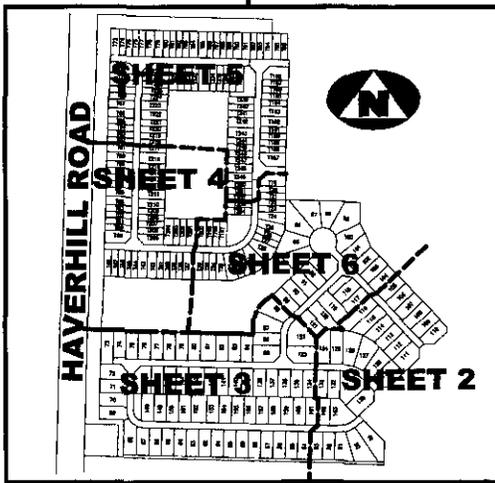
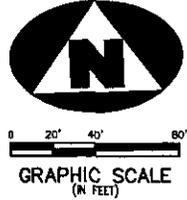


# J.D. PLAT 2

SHEET 6 of 6

TRACT 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

CA=111511"	L=23.96'	LOB=N75°21'07"E	CHD=23.82'
CA=111646"	L=24.02'	LOB=N69°05'09"E	CHD=23.88'
CA=124117"	L=22.02'	LOB=N87°08'08"E	CHD=26.86'
CA=123512"	L=26.80'	LOB=N39°27'03"E	CHD=26.75'
CA=117434"	L=23.94'	LOB=N77°33'00"E	CHD=23.90'
CA=111740"	L=24.05'	LOB=N16°16'53"E	CHD=24.01'
CA=084848"	L=18.77'	LOB=N08°13'39"E	CHD=18.75'
CA=085902"	L=18.34'	LOB=N49°49'15"E	CHD=18.50'
CA=054421"	L=3.82'	LOB=S08°27'04"W	CHD=8.81'
CA=080401"	L=17.78'	LOB=S46°49'15"W	CHD=15.56'
CA=317503"	L=53.45'	LOB=N17°08'48"E	CHD=52.70'
CA=076408"	L=12.09'	LOB=N33°38'22"E	CHD=12.08'
CA=483628"	L=76.38'	LOB=N83°06'40"E	CHD=76.49'



### LEGEND:

- E.V.A.E. DENOTES A EMERGENCY VEHICLE ACCESS EASEMENT
- L.W.E. DENOTES A LAKE MAINTENANCE EASEMENT
- (R) DENOTES A RADIAL LINE
- C/L DENOTES A CENTERLINE
- U.E. DENOTES UTILITY EASEMENT
- D.E. DENOTES DRAINAGE EASEMENT
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### SURVEYOR'S NOTES:

1. THE BASE BEARING, AS SHOWN HEREON, IS NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 36.
2. IN THOSE INSTANCES WHERE UTILITY/DRAINAGE STRUCTURES ARE CONSTRUCTED IN CONFLICT WITH THE PLATTED PERMANENT CONTROL POINTS (P.C.P.) POSITION, STRADDLERS MONUMENTED AS PERMANENT CONTROL POINTS WILL BE SET TO REFERENCE THE PLATTED P.C.P. POSITION.
3. LINES WHICH INTERSECT CURVES ARE NOT RADIAL UNLESS OTHERWISE NOTED.
4. THIS INSTRUMENT WAS PREPARED BY WM. R. VAN CAMPEN, P.S.M. IN AND FOR THE OFFICES OF BENCH MARK LAND SURVEYING AND MAPPING INC., 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FLORIDA.

**BENCH MARK LAND SURVEYING & MAPPING, INC.**  
 4152 W. BLUE HERON BOULEVARD • SUITE 121  
 RIVIERA BEACH • FLORIDA 33404  
 PHONE: (561) 848-2102 • L.B. 2171 • FAX: (561) 844-9659  
 EMAIL: bmlsm@aol.com WEB: http://members.aol.com/bmlsm

RECORD PLAT OF

**NORTH COUNTY P.U.D. PLAT 2**

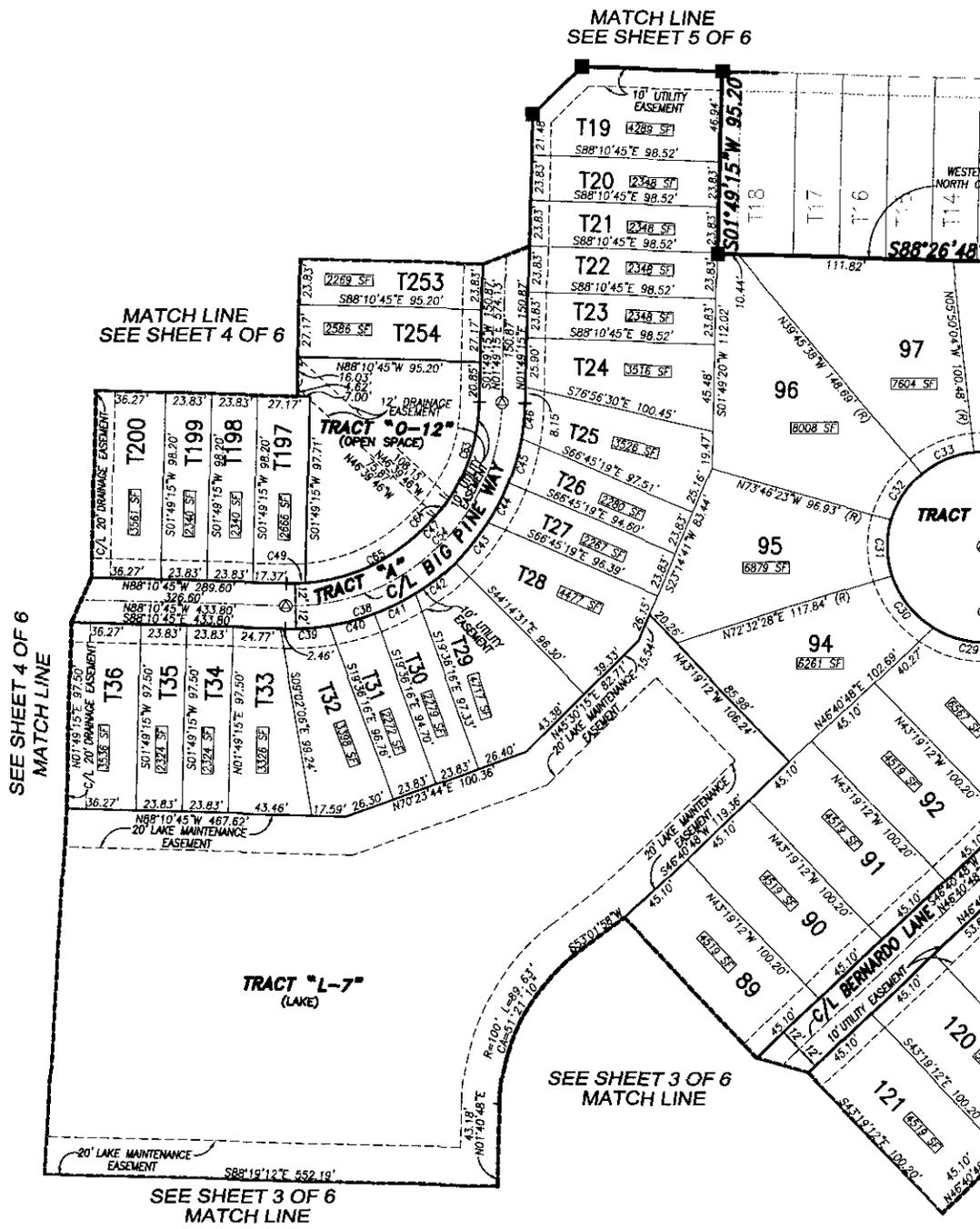
DWN KVC	FB	DATE 5/15/02	WO.# P250
OKD	FILE PLAT PLOT	SCALE 1"=40'	SHEET 6 OF 6

JULY 2002

# NORTH COUNTY P.

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 10 WEST

CURVE TABLE							
C1	R=200'	CA=02°02'00"	L=7.10'	LCB=S87°18'12"E	CHD=7.10'	C40	R=11'
C2	R=25'	CA=87°28'24"	L=26.37'	LCB=N73°32'24"W	CHD=23.17'	C41	R=11'
C3	R=50'	CA=45°38'41"	L=49.84'	LCB=N85°25'16"W	CHD=36.79'	C42	R=11'
C4	R=50'	CA=45°39'21"	L=49.86'	LCB=N85°25'16"W	CHD=36.79'	C43	R=11'
C5	R=50'	CA=35°41'09"	L=29.40'	LCB=N70°35'07"W	CHD=26.97'	C44	R=11'
C6	R=50'	CA=50°05'44"	L=39.86'	LCB=N53°11'00"E	CHD=29.25'	C45	R=11'
C7	R=50'	CA=37°55'34"	L=29.61'	LCB=N67°12'09"E	CHD=29.18'	C46	R=11'
C8	R=50'	CA=34°12'34"	L=29.35'	LCB=N78°43'47"W	CHD=29.41'	C47	R=11'
C9	R=50'	CA=54°14'02"	L=35.67'	LCB=N64°30'27"W	CHD=29.41'	C48	R=11'
C10	R=50'	CA=44°30'40"	L=36.84'	LCB=N05°08'08"W	CHD=37.87'	C49	R=11'
C11	R=25'	CA=87°28'24"	L=26.37'	LCB=N73°32'24"W	CHD=23.17'	C50	R=11'
C12	R=122'	CA=90°00'00"	L=181.04'	LCB=S48°48'13"W	CHD=172.63'	C51	R=9'
C13	R=122'	CA=18°50'32"	L=23.09'	LCB=N86°23'59"E	CHD=23.05'	C52	R=9'



RESOLUTION NO. 196-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REPLAT OF LOT # 3 PORT COMMERCE CENTER III, LOCATED ON THE NORTH SIDE OF MARTIN LUTHER KING JR. BOULEVARD, EAST OF CONGRESS AVENUE IN AN IL ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**WHEREAS**, On October 16, 2002, the City Council of Riviera Beach approved the Site Plan application from Gaeta Development for an Autobody Center; and

**WHEREAS**, Gaeta Development is requesting replat of Lot # 3 Port Commerce Center III to construct the proposed development.

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

**SECTION 1.** That the City accepts the Replat of Lot # 3 Port Commerce Center III (Exhibit "A").

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 196-02  
PAGE -2-

PASSED AND APPROVED this 6th day of November, 2002

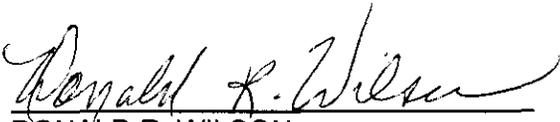
APPROVED:

  
MAYOR MICHAEL D. BROWN

  
DAVID G. SCHNYER, CHAIRPERSON

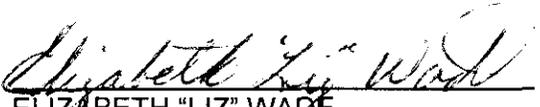
(MUNICIPAL SEAL)

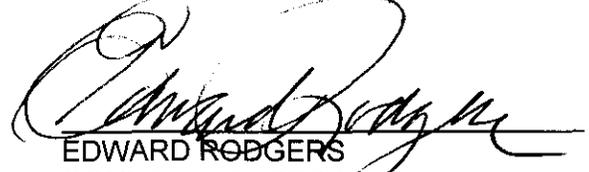
  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, MMC  
CITY CLERK

  
ELIZABETH "LIZ" WADE

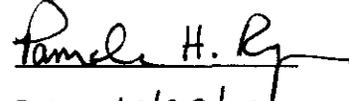
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: aye  
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY  
City Attorney  
City of Riviera Beach

  
Date: 10/28/02

# PLAT MERCE CENTER III

ERCE CENTER III AS RECORDED IN PLAT BOOK 80, PAGE 8  
SECTION 31, TOWNSHIP 42 SOUTH, RANGE 43 EAST  
COUNTY, FLORIDA

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )  
  
THIS PLAT WAS FILED FOR RECORD AT  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D., 2002 AND DULY  
RECORDED IN PLAT BOOK \_\_\_\_\_ ON  
PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_  
  
DOROTHY H. WALKEN  
CLERK OF CIRCUIT COURT  
  
BY: \_\_\_\_\_  
DEPUTY CLERK

### REVIEWING SURVEYOR AND MAPPER

STATE OF FLORIDA  
CITY OF RIVERIA BEACH

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081  
BEHALF OF THE CITY OF RIVERIA BEACH. THE UNDERSIGNED, A LICENSED PROFESSIONAL  
SURVEYOR AND MAPPER, HAS REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1,  
FLORIDA STATUTES.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
STEVE GORDON P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5874

NO IS PERSONALLY KNOWN TO  
LOCATION AND WHO EXECUTED  
THAT HE EXECUTED SAID

2002

### APPROVALS

STATE OF FLORIDA  
CITY OF RIVERIA BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002.

BY: \_\_\_\_\_  
MICHAEL D. BROWN, MAYOR

ATTESTED: \_\_\_\_\_  
CARRIE WHEEL, CITY CLERK

BY LICENSEE IN THE STATE OF  
TO THE HERON DESCRIBED  
TO NEE J. GAETA, AS  
PER M, DATED JUNE 26, 2000.  
MORTGAGES NOT SATISFIED OR  
E SHOWN HEREON AND THAT  
ICES DO NOT PROHIBIT THE

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002.

BY: \_\_\_\_\_  
CAL JOHN SHAWO P.E., CITY ENGINEER

JUNE WHITE, PRESIDENT  
GARDENS TITLE, INC.

### NOTES

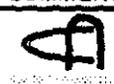
1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED  
LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER  
GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT  
RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF PORT COMMERCE II, WITH  
THE CENTERLINE OF CONGRESS AVENUE BEARING SOUTH 02°42'20" WEST.
3. NO BUILDINGS, IMPROVEMENTS OF ANY KIND, TREES, OR SHRUBS SHALL BE PLACED ON ANY  
EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE  
CITY OR COUNTY APPROVALS OR PERMITS ARE REQUIRED FOR SUCH ENCROACHMENTS.
4. LINES WHICH INTERSECT CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
5. THIS INSTRUMENT PREPARED BY: THOMAS J. BARRY  
IN AND FOR THE OFFICE OF  
CARMEN-NEUHAUS INC.  
11811 US HIGHWAY ONE, SUITE 120  
PALM BEACH GARDENS, FL 33408

### SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED UNDER MY SUPERVISION,  
AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1,  
FLORIDA STATUTES AND ORDINANCES OF THE CITY OF RIVERIA BEACH, FLORIDA

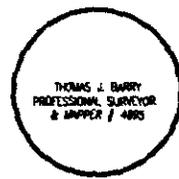
THOMAS J. BARRY  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4895

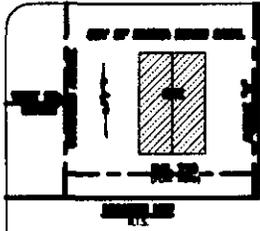
GAETA REPLAT OF LOT 3  
OF PORT COMMERCE CENTER III



11791 US HIGHWAY ONE, SUITE 120 PALM BEACH GARDENS, FLORIDA 33408  
TEL: 561-845-3344 FAX: 561-845-3345

FIELD	PROJ. # 02-024	F.B.	PG.
OFFICE D.R.L.	DATE: 07-08-02	DWG. NO. SHEET 1 of 2	
C'NO: F.J.B.	REF:	SHEET: 1 of 2	





# GAETA RE OF LOT 3 OF PORT COMM

BEING A REPLAT OF LOT 3, "REPLAT OF A PORTION OF THE PLAT OF PORT COMM  
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATE IN  
CITY OF RIVIERA BEACH, PALM BEACH  
JULY, 2002

**DEDICATION:**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT NEIL J. GAETA, AS TRUSTEE, UNDER A TRUST AGREEMENT FOR PORT COMMERCIAL CENTER #, LOT 3, OWNER OF THE LAND SHOWN HEREON, BEING IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SHOWN HEREIN AS "GAETA REPLAT OF LOT 3 OF PORT COMMERCIAL CENTER #", UNDER TRUST AGREEMENT DATED JUNE 26, 2002, BEING DESCRIBED AS FOLLOWS:

LOT 3 OF "REPLAT OF A PORTION OF THE PLAT OF PORT COMMERCIAL CENTER #", AS RECORDED IN PLAT BOOK 60, PAGES 8 AND 9, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 223,255 SQUARE FEET OR 5.125 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

THE SEWER LINE EASEMENT, SHOWN HEREON AS S.L.E. IS HEREBY DEDICATED IN FAVOR OF THE OWNER OF LOTS 3A AND 3B, AS SHOWN HEREON FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF SEWER FACILITIES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE OWNER OF SAID LOTS 3A AND 3B, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

THE CROSS ACCESS EASEMENT, SHOWN HEREON AS C.S.E. IS HEREBY DEDICATED IN FAVOR OF PORT COMMERCIAL CENTER # PROPERTYOWNERS ASSOCIATION, INC. AND FOR THE BENEFIT OF LOTS 3A AND 3B, AS SHOWN HEREON FOR THE INGRESS AND EGRESS FOR SAID LOTS 3A AND 3B AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE OWNERS OF SAID LOT 3A AND 3B, ITS SUCCESSORS AND/OR ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH, FLORIDA.

IN WITNESS WHEREOF, I DO HEREBY SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
NEIL J. GAETA  
TRUSTEE

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED NEIL J. GAETA WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED A FLORIDA DRIVERS LICENSE AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

**ACCEPTANCE OF RESERVATIONS**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

NEIL J. GAETA, THE OWNER AS SHOWN HEREON, HEREBY ACCEPT THE DEDICATIONS OR RESERVATIONS AS STATED AND SHOWN HEREON, AND HEREBY ACCEPT ITS MAINTENANCE OBLIGATION FOR THE SAME AS STATED HEREON, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

BY: \_\_\_\_\_ WITNESS \_\_\_\_\_  
NEIL J. GAETA WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ ME, OR HAS PRODUCED A FLORIDA DRIVERS LICENSE AS IDENTIFICATION, AND ACKNOWLEDGED BEFORE ME THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THE FOREGOING INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

**TITLE CERTIFICATION**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

WE, GARDENS TITLE, INC., A TITLE INSURANCE COMPANY, AS DEDICATED TO THE CITY OF RIVIERA BEACH, FLORIDA DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE RECORDS OF THE CITY OF RIVIERA BEACH, FLORIDA AND WE FIND THE TITLE TO THE PROPERTY IS VESTED IN NEIL J. GAETA, TRUSTEE UNDER TRUST AGREEMENT FOR PORT COMMERCIAL CENTER #, LOT 3; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW AND THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES OF RECORD WHICH ARE NOT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: \_\_\_\_\_



# REPLAT COMMERCE CENTER III

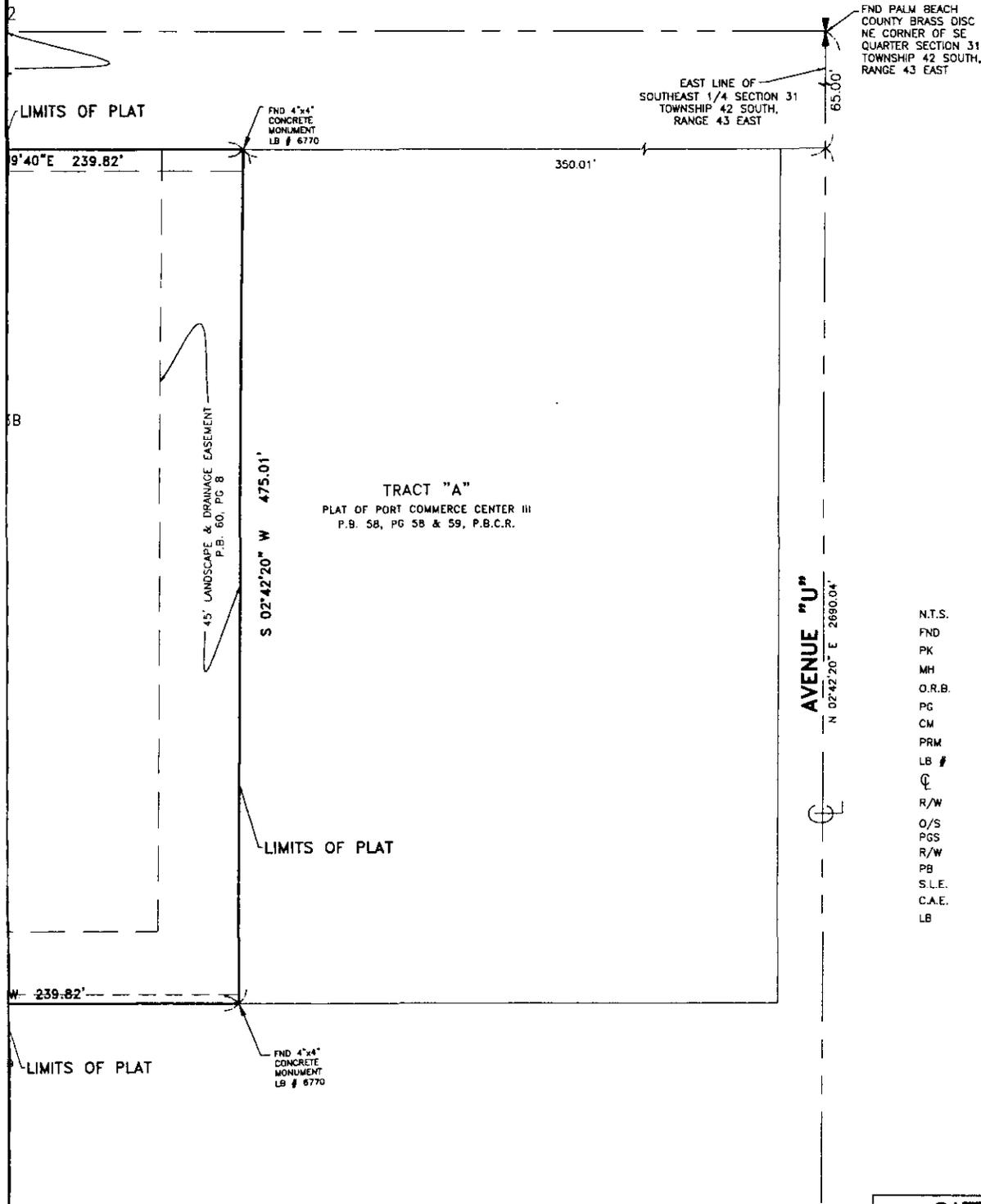
COMMERCE CENTER III" AS RECORDED IN PLAT BOOK 60, PAGE 8  
 IN SECTION 31, TOWNSHIP 42 SOUTH, RANGE 43 EAST  
 PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH )

THIS PLAT WAS FILED FOR RECORD AT  
 \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF  
 \_\_\_\_\_, A.D., 2002 AND DULY  
 RECORDED IN PLAT BOOK \_\_\_\_\_ ON  
 PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_.

DOROTHY H. WILKEN  
 CLERK OF CIRCUIT COURT

BY: \_\_\_\_\_  
 DEPUTY CLERK



**LEGEND**

- N.T.S. NOT TO SCALE
- FND FOUND
- PK PARKER KALON
- MH MANHOLE
- O.R.B. OFFICIAL RECORD BOOK
- PG PAGE
- CM CONCRETE MONUMENT
- PRM PERMANENT REFERENCE MONUMENT
- LB # LAND SURVEY BUSINESS NUMBER
- CL CENTERLINE
- R/W RIGHT-OF-WAY
- O/S OFFSET
- PGS PAGES
- R/W RIGHT OF WAY
- PB PLAT BOOK
- S.L.E. SANITARY SEWER LINE EASEMENT
- C.A.E. CROSS ACCESS EASEMENT
- LB LAND SURVEY BUSINESS

**GAETA REPLAT OF LOT 3  
 OF PORT COMMERCE CENTER III**



**CARNEY-NEUMAUS, INC.**  
 LB6770 EB6511

11811 U.S. HIGHWAY 1, SUITE 120 PALM BEACH, FLORIDA 33408 TEL: (561) 852-1138 FAX: (561) 852-1138 DUBLIN, CALIFORNIA, USA	3050 BRIDGE BOLLINGER, SUITE 200 FORT LAUDERDALE, FL 33304 TEL: (954) 844-0100 FAX: (954) 844-3921		
FIELD	PROJ. # 02-024	F.B.	PG.
OFFICE D.R.L.	DATE: 07-08-02	DWG. NO. SHEET 2 of 2	
C/KO: T.J.B.	REF:	SHEET: 2 of 2	

FND PALM BEACH  
 COUNTY BRASS DISC  
 SE CORNER OF SECTION 31,  
 TOWNSHIP 42 SOUTH,  
 RANGE 43 EAST

31 32  
 6 5



**RESOLUTION NO. 197-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY CHARLES S. WHITESIDE, INC. FOR INSTALLING CONCRETE SIDEWALK, PAVEMENT RESURFACING AND LANDSCAPING ON WEST 25<sup>TH</sup> STREET BETWEEN AVENUE H EAST AND AVENUE F AT A COST OF \$105,868; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 147-0716-5410-5302.**

**WHEREAS**, On May 21, 2002, the City Council approved an agreement with Palm Beach County for receiving funds for the improvements on West 25<sup>th</sup> Street between Avenue H East and Avenue F; and

**WHEREAS**, Charles S. Whiteside, Inc. was the qualified contractor for the project of General Construction Services for the Village of Wellington; and

**WHEREAS**, Charles S. Whiteside, Inc. is willing to perform this work for unit prices similar to those offered under the contract with the Village of Wellington.

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

**SECTION 1.** The proposal submitted by Charles S. Whiteside, Inc. is hereby accepted for \$105,868.00.

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

**SECTION 3.** The Finance Director is authorized to make payment of \$105,868.00 from account number 147-0716-5410-5302.

**SECTION 4.** The City Manager is authorized to approve change orders in the amount not to exceed 10% of the contract price.

**SECTION 5.** This resolution shall take affect upon its approval by the City Council.

Resolution No. 197-02

Page -2-

PASSED AND APPROVED this 6th day of November, 2002

APPROVED:

[Signature]  
MICHAEL D. BROWN, MAYOR

[Signature]  
DAVID SCHNYER, CHAIRPERSON

[Signature]  
SYLVIA LEE BLUE, CHAIR PRO-TEM

{MUNICIPAL SEAL}

[Signature]  
DONALD R. WILSON

[Signature]  
ELIZABETH "LIZ" WADE

[Signature]  
EDWARD RODGERS  
COUNCIL MEMBERS

ATTEST:

[Signature]  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

Motioned By E. Wade

Seconded By D. Wilson

D. Schnyer aye  
S. Blue aye  
D. Wilson aye  
L. Wade aye  
E. Rodgers aye

Reviewed as to Legal Sufficiency

[Signature]  
City Attorney  
City of Riviera Beach

Date: 10/29/02

ljs\

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Charles S. Whiteside, Inc., Corporation [ ] an individual, [ ] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 59-1968075.

**WHEREAS**, the Village of Wellington posted an Invitation to Bid, hereinafter the "Bid" for General Construction Services, Bid No. 86-01, the terms of which are incorporated herein by reference; and

**WHEREAS**, the Contractor was the successful responsible bidder; and

**WHEREAS**, the successful bidder desires to extend such terms and conditions to the City; and

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

**ARTICLE 1 – SERVICES**

The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract, the Bid and the Construction Specifications. Wherever possible, the provisions of this Contract, the Bid and the Construction Specifications shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

The CONTRACTOR'S responsibility under this Contract is solely to provide completion of construction services in the area of concrete sidewalk installation, road resurfacing, and landscaping on West 25<sup>th</sup> Street between Avenue H East and Avenue F, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liason during the performance of this Contract shall be Lal John Samadi, P.E., City Engineer, telephone no. (561) 845-4060.

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
  
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 17, herein.

- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

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

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B.". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.
- B. Progress Invoices - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 5 - TERMINATION**

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

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

#### **ARTICLE 6 - PERSONNEL**

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

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

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

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

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

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

#### **ARTICLE 7 - SUBCONTRACTING**

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

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

#### **ARTICLE 8 – M/WBE PARTICIPATION**

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

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

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

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

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

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

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

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

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

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

## **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, 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.

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

#### **ARTICLE 12 - INDEMNIFICATION**

The 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 CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 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.

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

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

To the fullest extent permitted by law, CITY shall indemnify, defend and hold CONTRACTOR its designated agents and representatives, (including its affiliates, parent and subsidiaries) harmless from any and all liabilities, costs, judgments, and awards, including but not limited to attorney's fees, arising out of or resulting from the any of the work performed by original contractor and/or any claim with respect to same that original contractor may submit to the CITY.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 14 - VENUE**

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

#### **ARTICLE 15-REMEDIES**

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

#### **ARTICLE 16 - CONFLICT OF INTEREST**

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

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

#### **ARTICLE 17 - DELAYS AND EXTENSION OF TIME**

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

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

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

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

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

#### **ARTICLE 18 - ARREARS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR will not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, marital status or handicap.

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

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

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

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

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

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

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

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

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

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

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

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

**ARTICLE 29 - NOTICE**

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

City of Riviera Beach, Attn: City Engineer

600 West Blue Heron Boulevard

Riviera Beach, Fl. 33404

and if sent to the CONTRACTOR shall be mailed to:

Charles S. Whiteside, Inc. Attn: John Everett, President

250 72<sup>nd</sup> Drive North

West Palm Beach, Fl. 33413

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 31 - SPECIAL CONDITIONS**

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

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

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

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

1. The surety company shall hold a current certificate or authority as acceptably surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.

### **ARTICLE 32 – INSPECTION OF WORK**

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

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

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

### **ARTICLE 33- WARRANTY/GUARANTY**

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of West 25<sup>th</sup> Street shall be guaranteed by the Manufacturer, if any, for a period of one year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to installation of concrete sidewalks, landscaping and road resurfacing for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct West 25<sup>th</sup> Street.

### **ARTICLE 34 – PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the

CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

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

#### **ARTICLE 35 - TIME**

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

#### **ARTICLE 36 - TERMINOLOGY AND CAPTIONS**

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

#### **ARTICLE 37 - WAIVER**

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

#### **ARTICLE 38 - PREPARATION**

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

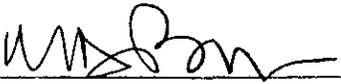
#### **ARTICLE 39 - MATERIALITY**

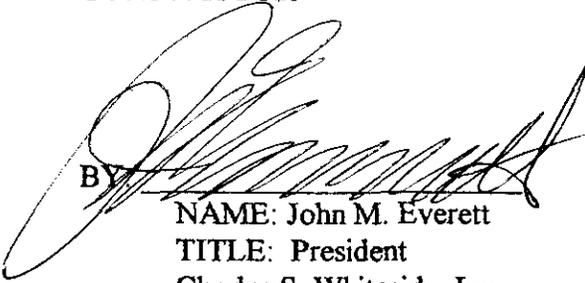
All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without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

IN WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

BY:   
MICHAEL D. BROWN,  
MAYOR

BY:   
NAME: John M. Everett  
TITLE: President  
Charles S. Whiteside, Inc.

ATTEST:

BY:  11/07/02  
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
PAMALA H. RYAN,  
CITY ATTORNEY

Date: \_\_\_\_\_

**RESOLUTION NO. 198-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE BID FOR TRAFFIC CALMING IMPROVEMENTS TO ABACO CONTRACTING, INC. IN THE AMOUNT OF \$91,585.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING KEITH AND SCHNARS, P.A. TO INSPECT THE WORK AT A COST OF \$9,900; INCREASING THE CAPITAL BUDGET FOR TRAFFIC CALMING; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM GENERAL FUND CONTINGENCY ACCOUNT.**

**WHEREAS**, the City of Riviera Beach solicited bids to implement Citywide traffic calming improvement; and

**WHEREAS**, the bids were opened on September 13, 2002; and

**WHEREAS**, Abaco Contracting, Inc. is the lowest responsible bidder and otherwise meets the City's requirements as to qualifications.

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

**SECTION 1.** The bid for Traffic Calming Improvements is awarded to Abaco Contracting, Inc. for \$91,585.00.

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

**SECTION 3.** The scope of work is hereby amended to include installation of four additional speed humps at a cost of \$21,986, bringing the total contract amount to \$113,571.00. The additional speed humps shall be installed on West 26<sup>th</sup> Street and West 23<sup>rd</sup> Street between Avenue R and Avenue O.

Resolution No. 198-02

**SECTION 4.** The Finance Director is authorized to increase the budget account number 305-0717-5150-5302 by transferring \$30,000.00 from General Fund Contingency Account No. 001-0203-5190-5999 to cover the costs of change orders and field inspection of the work.

**SECTION 5.** Keith and Schnars, P.A. is authorized to perform field inspection of the work at a cost no to exceed \$9,900.

**SECTION 6.** This resolution shall become effective upon its passage by the City Council.

The remainder of this page is intentionally left blank.

PASSED AND APPROVED this 6th day of November, 2002

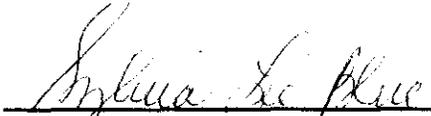
APPROVED:



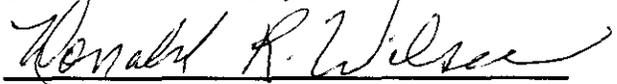
MICHAEL D. BROWN, MAYOR



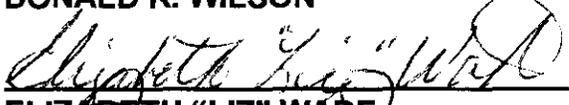
DAVID SCHNYER, CHAIRPERSON



SYLVIA LEE BLUE, CHAIR PRO-TEM



DONALD R. WILSON



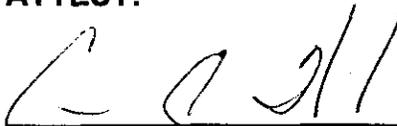
ELIZABETH "LIZ" WADE



EDWARD RODGERS  
COUNCIL MEMBERS

{MUNICIPAL SEAL}

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK

Motioned By S. Blue

Seconded By D. Wilson

D. Schnyer aye

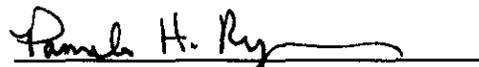
S. Blue aye

D. Wilson aye

L. Wade aye

E. Rodgers aye

Reviewed as to Legal Sufficiency



City Attorney  
City of Riviera Beach

Date: 10/30/02

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of the 2<sup>nd</sup> day of December, 2002 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Abaco Contracting, Inc. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. 41-2025990.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of installing traffic calming devices, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liasion during the performance of this Contract shall be L. John Samadi, P.E., City Engineer, and telephone no. (561) 845-4060.

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 26, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B.". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.

- B. Progress Invoices - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY OF RIVIERA BEACH. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

#### ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

## ARTICLE 5 - TERMINATION

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

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

## ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

## ARTICLE 7 - SUBCONTRACTING

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

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

## ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

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

## ARTICLE 9 - FEDERAL AND STATE TAX

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

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, benefits and any other types of taxes and/or payments CONTRACTOR is and/or could be required to pay with respect to this contract.

## ARTICLE 10 - INSURANCE

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

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

- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, 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.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

#### **ARTICLE 11 - INDEMNIFICATION**

The 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 cause of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 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.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the

CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **ARTICLE 14 - CONFLICT OF INTEREST**

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

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

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

### **ARTICLE 15 - EXCUSABLE DELAYS**

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

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

#### **ARTICLE 16 - ARREARS**

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

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**ARTICLE 19 - CONTINGENT FEES**

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

**ARTICLE 20 - ACCESS AND AUDITS**

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

**ARTICLE 21 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE 22 - ENFORCEMENT COSTS**

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

**ARTICLE 23 - AUTHORITY TO PRACTICE**

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

**ARTICLE 24 - SEVERABILITY**

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

**ARTICLE 25 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 26 - MODIFICATIONS OF WORK**

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

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

#### **ARTICLE 27 - NOTICE**

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

L. John Samadi, P.E., City Engineer

600 West Blue Heron Boulevard

Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

Timothy Baldwin, President

Abaco Contracting, Inc.

3878 Prospect Avenue *SUITE 6*

Riviera Beach, Florida 33404

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 29 - INSPECTION OF WORK**

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

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

**ARTICLE 30- WARRANTY/GUARANTY**

All materials and/or equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction shall be guaranteed by the Manufacturer and/or the CONTRACTOR for a period of one year. Upon receipt of notice from the CITY of failure of any part of the guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty, if any, as it relates to the materials and parts used to, for, and/or in the construction.

**ARTICLE 31- DELAYS AND EXTENSION OF TIME**

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

If no schedules or agreement stating the dates upon which the drawing shall be furnished is made, then no claims for delay shall be allowed because of failure to furnish drawings, until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

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

**ARTICLE 32 – PROTECTION OF WORK AND PROPERTY**

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

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

**INTENTIONALLY LEFT BLANK**

WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

BY:   
MICHAEL D. BROWN,  
MAYOR

BY:   
TIMOTHY BALDWIN  
PRESIDENT  
ABACO CONTRACTING, INC.

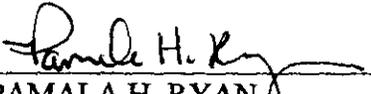
ATTEST:

BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
MARY MCKINNEY  
DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 12/10/02

EXHIBIT "A"

**SCOPE OF WORK**

The work under this contract consists of installing twelve stamped concrete speed humps, one stamped concrete speed table, two stamped concrete or stamped asphalt street prints and associated striping and signage to be constructed in accordance with the attached plans and specifications.

**EXHIBIT "B"**  
**SCHEDULE OF PAYMENT**

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion compensation for the work tasks stated herein shall be paid in accordance with the terms of Article 3.

**CITY-WIDE TRAFFIC CALMING IMPROVEMENTS**  
**SCHEDULE OF VALUE**  
**SUBMITTED BY: ABACO CONTRACTING, INC.**

1- Street prints (asphalt)	2 each	2,886.00	5,772.00
2- Street prints (concrete)	2 each	2,556.00	5,112.00
3- Speed Hump (stamped conc. 20' to 24')	7 each	4,825.00	33,775.00
4- Speed Hump (stamped conc. 24' to 28')	4 each	5,735.00	22,940.00
5- Speed Hump (stamped conc. 28' to 32')	1 each	6,600.00	6,600.00
6- Speed Table (24' to 28')	1 each	9,350.00	9,350.00
7- Advance Indication Pavement Marking	14 each	574.00	8,036.00
		<b>Total</b>	<b>\$91,585.00</b>

RESOLUTION NO. 200-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A QUOTE BY MURRAY LOGAN CONSTRUCTION, INC. IN THE AMOUNT OF \$151,500.00 TO COMPLETE, ON AN EMERGENCY BASIS, THE RECONSTRUCTION OF LIFT STATION #2 IN THE VICINITY OF AVENUE "O" AND WEST BLUE HERON BOULEVARD; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5350-4616.

**WHEREAS**, on August 15, 2002, it was discovered that Lift Station #2 (constructed in 1956) was tilting and slowly sinking. This lift station needs to be replaced on an emergency basis; and

**WHEREAS**, Murray Logan Construction, Inc. was the only available contractor to perform the work after several attempts by staff to contact several other contractors to complete this emergency work; and

**WHEREAS**, Staff recommends that City Council approve the quote by Murray Logan Construction, Inc. for the reconstruction of Lift Station #2 on an emergency basis.

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

**Section 1:** That the City Council hereby accepts the quote submitted by Murray Logan Construction, Inc. in the amount of \$151,500.00 for the replacement of Lift Station #2.

**Section 2:** That the Mayor and Clerk are authorized to execute the contract.

**Section 3:** The Mayor and Finance Director are authorized to make payment for same under Account No. 407-1437-5350-4616.

**Section 4:** This Resolution shall take effect upon its passage and adoption by the City Council.

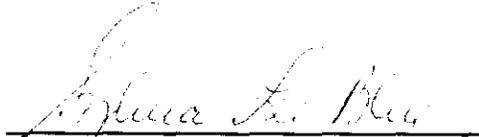
APPROVED:



MICHAEL D. BROWN,  
MAYOR



DAVID G. SCHNYER,  
CHAIRPERSON



SYLVIA LEE BLUE,  
CHAIR PRO-TEM



DONALD R. WILSON

(MUNICIPAL SEAL)

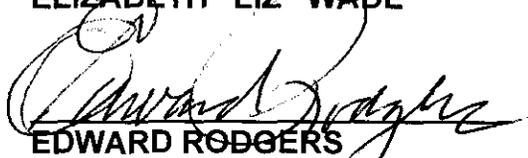
ATTEST:



CARRIE E. WARD, MMC  
CITY CLERK



ELIZABETH "LIZ" WADE



EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/21/02