

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
HARVARD JOLLY ARCHITECTURE, INC.**

This Contract is made as of this _____ day of September, 2018 by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "CRA", and HARVARD JOLLY ARCHITECTURE, Inc. a Florida corporation hereinafter referred to as the "ARCHITECT".

WHEREAS, the CRA needs professional services for the purpose of providing professional architectural planning, and design services required in conjunction with other requested architectural services; and

WHEREAS, the ARCHITECT was selected by the City of Riviera Beach through a competitive process to provide professional architectural services and entered into a continuing service contract dated July 5, 2017; and

WHEREAS, the Riviera Beach Community Redevelopment Agency's Procurement Policies and Procedures provides that the CRA may utilize other government contracts to provide services; and

WHEREAS, the ARCHITECT desires to provide such services to the CRA and the CRA desires to engage the services of the ARCHITECT as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the CRA and the ARCHITECT agree as follows:

ARTICLE 1 – SERVICES AND FEES

ARCHITECT shall serve as CRA's professional ARCHITECT representative, and will give consultation and advice to the CRA during the performance of its services for the development of CRA property located at the NW corner of Broadway and Blue Heron as is more specifically set forth in the Scope of Services attached hereto as Exhibit "A". The ARCHITECT shall perform professional services as hereinafter provided which include general Architectural services relating to projects as assigned by CRA. Services include, but are not limited to: 1. site studies to validate the parcels of land being considered for a project; 2. Programming studies used to develop building sizes based on need and which can be used for project budgeting; 3. Conceptual designs of proposed solutions; 4. Renderings of differing levels for visualization purposes; 5. Construction documents for projects intended to be permitted, bid and constructed; 6. providing architectural/inspection services during construction; 7. Standard construction administration services including typical visits, shop drawing reviews and payment application reviews; 9. Providing studies, investigations and consultation as requested by staff; and 8. Engineering consultants as may be appropriate for project type.

- A. The ARCHITECT shall commence upon the issuance of a Notice to Proceed.
- B. ARCHITECT shall coordinate all activities with the CRA's designated project coordinator.

- C. The fees for the services as provided in all approved Work Orders shall not exceed \$97,290.00 plus 9% contingency for a total \$106,046.10.
- D. The completion of the project deliverables will include one major round of CRA review comments/edits and a second minor round of comments/ edits.

The CRA'S representative/liaison during the performance of this Contract shall be Scott Evans, Interim Executive Director, whose telephone number is (561) 844-3408.

ARTICLE 2 – TERM OF CONTRACT

The term of this contract shall be from October 1, 2018 and completion of all work orders or a period of two year ending September 30, 2020.

ARTICLE 3 - PAYMENTS TO ARCHITECT

- A. Generally - The CRA agrees to compensate the ARCHITECT at an hourly rate (as set forth in Exhibit B) for all completed and approved work.
- B. Payments – Invoices from the ARCHITECT pursuant to this Contract will be reviewed and approved by the CRA representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CRA requires clarification or a correction of the invoice and shall be submitted on a monthly basis. The invoices will be sent to the CRA Office for payment approval. Invoices will normally be paid within thirty (30) days following the CRA representative's approval.
- C. Final Invoice - In order for both parties herein to close their books and records, the ARCHITECT will clearly state "Final Invoice" on the ARCHITECT'S final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the ARCHITECT and the CRA shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4- APPROPRIATION OF FUNDS

Notwithstanding anything in the Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CRA's governing body in any fiscal year to pay the costs associated with the CRA's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CRA to be insufficient to pay the costs associated with the CRA's obligations under the Agreement in any fiscal period, then the CRA will notify the ARCHITECT of such occurrence and either the CRA or ARCHITECT may terminate the Agreement as provided herein.

ARTICLE 5 - TERMINATION

This contract may be terminated, in whole or in part, by the CRA or the ARCHITECT, with or without cause, immediately upon written notice to the nonterminating party.

ARTICLE 6 - PERSONNEL

The ARCHITECT 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 CRA.

All of the services required hereunder shall be performed by the ARCHITECT 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.

ARTICLE 7 - FEDERAL AND STATE TAX

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

The ARCHITECT 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 8 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ARCHITECT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the ARCHITECT '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 CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ARCHITECT (S). The CRA shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 9 - INDEMNIFICATION

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

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

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

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

PURSUANT TO SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ARCHITECT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 10- INSURANCE

A. Prior to execution of this Contract by the AGENCY the ARCHITECT shall provide certificates evidencing insurance coverage 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 ARCHITECT 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 AGENCY 'S representative. Compliance with the foregoing requirements shall not relieve the ARCHITECT of its liability and obligations under this Contract.

B. The ARCHITECT 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 ARCHITECT shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the ARCHITECT 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 ARCHITECT or by anyone directly or indirectly employed by or Contracting with the ARCHITECT.

D. The ARCHITECT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the ARCHITECT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the ARCHITECT or by anyone, directly or indirectly, employed by the ARCHITECT.

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

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

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CRA and the ARCHITECT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CRA nor the ARCHITECT 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 CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the ARCHITECT.

ARTICLE 11 – VENUE

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

ARTICLE 12-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 13 - CONFLICT OF INTEREST

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

The ARCHITECT shall promptly notify the CRA'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 ARCHITECT 'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ARCHITECT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the ARCHITECT. The CRA agrees to notify the ARCHITECT of its opinion by certified mail within thirty (30) days of receipt of notification by the ARCHITECT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARCHITECT, the CRA shall so state in the notification and the ARCHITECT 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 CRA by the ARCHITECT under the terms of this Contract

ARTICLE 14 – DELAYS AND EXTENSION OF TIME

The ARCHITECT 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 ARCHITECT or its Sub ARCHITECTS 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 ARCHITECT'S request, the CRA shall consider the facts and extent of any failure to perform the work and, if the ARCHITECT'S failure to perform was without it or its Sub VENDOS' fault or negligence, as

determined by the CRA, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA'S rights to change, terminate, or stop any or all of the work at any time.

If the ARCHITECT is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other ARCHITECT employed by the CRA, or by changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the ARCHITECT'S control, or by delay authorized by the ARCHITECT pending negotiation or by any cause which the ARCHITECT shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA 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 ARCHITECT. 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 15 - INDEBTEDNESS

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ARCHITECT shall deliver to the CRA'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 CRA 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 CRA or at its expense will be kept confidential by the ARCHITECT and will not be disclosed to any other party, directly or *indirectly*, without the CRA'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 CRA'S expense shall be and remain the CRA'S property and may be reproduced and reused at the discretion of the CRA.

The CRA and the ARCHITECT 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 17 - INDEPENDENT ARCHITECT RELATIONSHIP

The ARCHITECT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent ARCHITECT, and not an employee, agent, or servant of the CRA. 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 ARCHITECT'S sole direction, supervision, and control. The ARCHITECT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ARCHITECT'S relationship and the relationship of its employees to the CRA shall be that of an Independent ARCHITECT and not as employees or agents of the CRA.

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

ARTICLE 18 - CONTINGENT FEES

The ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT 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 ARCHITECT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The ARCHITECT 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 CRA shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the ARCHITECT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

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

ARTICLE 21 - 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 22 - AUTHORITY TO PRACTICE

The ARCHITECT 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 CRA'S representative upon request.

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

ARTICLE 23 – 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 24 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 25 - NOTICE

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

Attn: Scott Evans, Interim Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

With a copy to:

J. Michael Haygood
J. MICHAEL HAYGOOD, PA
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

If notices are sent to the ARCHITECT they shall be mailed to:

HARVARD JOLLY, INC.
Attention: Rene Tercilla, Senior Vice President
2047 Vista Parkway, Suite 100
West Palm Beach, Florida 33411
Office: (561) 478-4457

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the ARCHITECT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

ARTICLE 27 – PROTECTION OF WORK AND PROPERTY

The ARCHITECT shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CRA'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 CRA or employees of the CRA, the ARCHITECT 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 CRA, the CRA'S property shall be under the charge and care of the ARCHITECT and the ARCHITECT shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the ARCHITECT 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 CRA.

ARTICLE 28 – TIME

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

ARTICLE 29 - 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 30 - WAIVER

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

ARTICLE 31 - PREPARATION

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

ARTICLE 32 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event ARCHITECT 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 CRA may at its option and without notice terminate this Contract.

ARTICLE 33 - REPRESENTATIONS/BINDING AUTHORITY

ARCHITECT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, the ARCHITECT hereby represents to the CRA that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 34 - EXHIBITS

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

ARTICLE 35 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract and the Scope of Services attached hereto as "Exhibit "A". The ARCHITECT agrees to be bound by all the terms and conditions set forth in this Contract and the Scope of Services. To the extent that there exists a conflict between this Contract and the Scope of Services, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 36 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

ARTICLE 37 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 38 – SURVIVABILITY

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

ARTICLE 39 - WAIVER OF SUBROGATION

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

ARTICLE 40 - RIGHT TO REVIEW

The CRA reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 41- FLORIDA PUBLIC RECORDS ACT

The ARCHITECT shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the ARCHITECT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.
- (e) In reference to Florida Statute 558.0035 a design professional employed by a business entity or agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract. Any damages do not extend to personal injuries or property not subject to the contract
- (f) In reference to Section 119.0701, Florida Statutes if the ARCHITECT has questions regarding the application of chapter 119, Florida Statutes, to ARCHITECT's duty to provide public records relating to this agreement, Contact the custodian of public records at DARLENE HATCHER AT 561-844-3408, dhatcher@rbcra.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

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

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
TONYA DAVIS JOHNSON

ATTEST:

BY: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
J. MICHAEL HAYGOOD,
J. Michael Haygood, PA
CRA ATTORNEY
Date: _____

ARCHITECT

HARVARD. JOLLY, INC.

BY: _____
RENE TERCILLA, SENIOR VICE PRESIDENT

EXHIBIT A

**City of Riviera Beach
Harvard Jolly, Inc. Rates 2017**

Labor Category	Billing Rate
Principal	\$195.00
Sr. Project Manager	\$170.00
Sr. Project Architect	\$145.00
Project Architect	\$120.00
Sr. Landscape Architect	\$110.00
Architect	\$110.00
Director of Interior Design	\$125.00
Construction Administrator	\$95.00
Project Manager/Job Captain	\$90.00
Director of Graphic Design	\$90.00
Tech III	\$85.00
Tech II	\$74.00
Interior Designer	\$75.00
Admin. Support	\$55.00
Tech I	\$50.00

**EXHIBIT B
HARVARD JOLLY
PROPOSAL**

HARVARD • JOLLY
ARCHITECTURE

August 29, 2018

Andre Lewis, BS MBA
Project Manager
Riviera Beach Community Redevelopment Authority
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

Re: Services Proposal
Broadway Beautification Project

Dear Mr. Lewis:

Pursuant to your request, Harvard Jolly is pleased to present you the following services proposal. We understand the scope of the work to be the completion of documents for the Broadway Beautification project outlined in your proposal request of August 15, 2018.

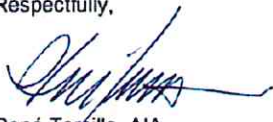
We understand that most, if not all, of this document is based on efforts of the CRA and Gentile, Glas Holloway, O'Mahoney & Associates (G2HO). Given their understanding of the CRA's desire for this project and our continued relationship with this Firm we have reached out to them for a proposal to complete the work they started. We have done this, because even with a mark up, we believe their completion of the work to be more cost effective for the CRA.

The scope of services included within this proposal are best described in the attached proposal form G2HO. In general however they include services from completion of design, to permitting, and construction administration.

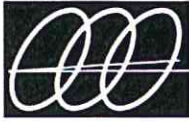
For these services, we propose a fee of \$97,290.00 which is due as the individual portions of the scope are completed.

Should there be anything further we can provide or need to clarify please contact me at your convenience.

Respectfully,



René Tercilla, AIA
Senior Vice President / Principal



**Gentile Glas
Holloway
O'Mahoney**
& Associates, Inc.
Landscape Architects
Planners and
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

CONTRACT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

Client: Rene Tercilla, Sr. Vice-President
Harvard Jolly Architecture
2047 Vista Parkway, Suite 100
West Palm beach, FL 33411
561-478-4457
r.tercilla@harvardjolly.com

Re: Professional Landscape Architectural Services to provide construction documents and construction management for the hardscape and landscape of the Riviera Beach Gateway at the intersection of Broadway and Blue Heron Boulevard (2601 and 2615 Broadway) in Riviera Beach, Florida.

Job Name: 2601 & 2615 Broadway Project
Job Number: 18-0823

Date: August 31, 2018

This is to confirm the authorization to the **business entity Gentile Glas Holloway O'Mahoney & Associates, Inc., Landscape Architects, Planners, Environmental Consultants (Landscape Architect)** for the performance of Professional Planning and Landscape Architectural Services. The scope of requested services is described herein:

1. Agreement for Services:

The Landscape Architect agrees to provide conceptual design and planning services to the Client as more fully described in the Scope of Work, and the Client agrees to compensate the Landscape Architect for those services under the terms of this Agreement. The Landscape Architect's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Landscape Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

The Owner is the Riviera Beach Community Redevelopment Agency (RBCRA). The scope of work includes landscape architecture and engineering construction design and detailing for the following items based upon the drawings produced by our office and presented to the RBCRA Board (insert date) as outlined in the Proposal Request of August 15, 2018 from the CRA:

1. Fountain & Signage Wall design with associated paving, grading and drainage, landscape, decorative landscape lighting and irrigation.
2. Parking layout with associated paving, grading and drainage, landscape, area lighting and irrigation.
3. Moth Theater Garden with associated fencing, lighting, landscape irrigation and paving in and around the old Dairy Belle building. Work will include interpretive signage for the Garden.
4. Monument signage
5. Architectural modifications to building signage.

TASK 1: CONSTRUCTION DOCUMENTATION

CONSTRUCTION DOCUMENTATION: Client and Team meetings will be included in this portion for up to 20 hours.

1. **FINAL LANDSCAPE PLAN:** The Landscape Architect shall prepare a Final Landscape Construction Drawing for said project at a scale to be determined by the Landscape Architect. The document shall delineate and locate all proposed and existing landscape plantings reflecting all the proposed and existing site engineering. The plan shall be suitable for construction of the proposed landscape design. Said landscape plans, based upon the approved design development plans, shall delineate the proposed planting in detail and will include type, size, spacing and Florida grade of all plants at the time of planting. The design will conform to applicable agencies and be suitable for bidding. It will be submitted to the Client for a final review and comment.

2. **FINAL LAYOUT PLAN:** The Landscape Architect shall prepare a Final Layout Construction Drawing for said project at a scale to be determined by the Landscape Architect. The document shall delineate and locate all proposed hardscape elements which includes but is not limited to pools, landscape walls and fences, patios, sidewalks, columns and other outside elements. The plan shall be suitable for permit and layout of the proposed elements. Said plans, based upon the approved concept, set general elevations of these elements along with specifying the finishes. It will be submitted to the Client for a final review and comment.
3. **FINAL CONSTRUCTION DETAILS:** The Landscape Architect shall prepare a construction details for said project at a scale to be determined by the Landscape Architect. The document shall delineate in elevation, section and structure all proposed hardscape elements which includes but is not limited to fountains, walls and fences, patios, sidewalks, columns and other site furniture such as benches and statues. The plan shall be suitable for permit and layout of the proposed elements. It will be submitted to the Client for a final review and comment.
4. **LIGHTING DESIGN:** The Landscape Architect shall prepare a conceptual Lighting Plan for the proposed design. Drawing shall specify and locate all proposed light fixtures and lamping including but not limited to landscape lighting, parking lot area lighting, path lighting, etc. Required electrical permit drawings are not included in this contract. Electrical and/or Permit drawings shall be prepared by a Licensed Electrical engineer.
5. **ELECTRICAL ENGINEER:** The Landscape Architect shall coordinate with their sub-consultant to provide electrical engineering documents to feed the parking lot area lights, the landscape lights, the wall lights and the pool and signage lighting.
6. **IRRIGATION DESIGN:** The Landscape Architect shall prepare an Irrigation Plan for the proposed design. Drawing shall specify and locate all proposed irrigation heads and zones including the associated pumps or domestic connections and controllers.
7. **POOL ENGINEERING DOCUMENTS:** The Landscape Architect shall coordinate with their sub-consultant to provide engineering documents for the pool/fountain/sign as required to permit the water feature.
8. **STRUCTURAL ENGINEER:** The Landscape Architect shall coordinate with their sub-consultant to provide structural review and wind calculations as may be required.
9. **CIVIL ENGINEER:** The Landscape Architect shall coordinate with their sub-consultant to provide parking lot grading and drainage calculations and typical paving/repaving construction details for the parking lot, the sidewalks (in and out of the right-of-way), the plazas etc.
10. **LANDSCAPE MAINTENANCE PROGRAM:** The Landscape Architect shall prepare a maintenance program and schedule for the ongoing upkeep of the project landscape. This document will note pruning, trimming, fertilizing and other such activities that will aid in achieving the mature vision of the design over time.

DELIVERABLES:	50% Construction Documents
	90% Construction Documents
	100% Construction Documents
FIXED FEE:	\$ 43,150.00
REIMBURSEMENT ALLOWANCE:	INCLUDED
SCHEDULE:	6 Weeks

TASK 2: PERMITTING

PERMITTING: The Landscape Architect and their Subconsultants shall provide permitting services through the City of Riviera Beach, FDOT and other regulatory agencies as may be required to construct, as an aide to the General Contractor selected by the Client.

- a. Permit plans preparation for submittals.
- b. One set of permit plans revisions for each discipline.

Close out of permits will be work under Construction Administration.

DELIVERABLES: Permit Plans Submission
Revision to Permit Plans as required to obtain permits

FIXED FEE:	\$ 6,650.00
REIMBURSEMENT ALLOWANCE:	INCLUDED
SCHEDULE:	2 Weeks after 100% CD for initial submittals

TASK 3: CONSTRUCTION ADMINISTRATION

CONSTRUCTION ADMINISTRATION: The Landscape Architect and their Subconsultants shall provide construction administration services as follows:

- a. Review of all shop drawings
- b. Initial General Contractor meeting
- c. Initial Landscape Contractor meeting
- d. Up to 4 additional Team meetings during construction
- e. Review and certification of all trees prior to planting at site for conformance to Florida grade of material limited to 1 site visits.
- f. Substantial Completion walk-throughs and punch lists limited to 2 visits for Landscape Architect and each Subconsultant.
- g. Final Inspection and Certification of completion and compliance of the landscape, site lighting, paving etc. to the City of Riviera Beach, FDOT, other relevant agencies and the Owner.

DELIVERABLES: Up to 10 site visits/Team meetings per Landscape Architect and Subconsultants each.
Review of shop drawings
Project CO & FDOT Permit Completion

FIXED FEE:	\$ 34,800.00
REIMBURSEMENT ALLOWANCE:	INCLUDED
SCHEDULE:	

Compensation by Client to Gentile Glas Holloway O'Mahoney & Associates, Inc. for these professional services will be based upon:

Compensation: As noted above

Compensation for services rendered by the Landscape Architect, for additional services requested by the Client shall be hourly based upon the following hourly rates plus reimbursable expenses as described herein.

1. Senior Partner time at an hourly rate of Two Hundred Thirty-Five Dollars (\$235.00) an hour.
2. Partner time at an hourly rate of One Hundred Ninety-Five Dollars (\$195.00) an hour.
3. Sr. Landscape Architect time at an hourly rate of One Hundred Forty-Five Dollars (\$145.00) an hour.
4. Landscape Architect time at an hourly rate of One Hundred Ten Dollars (\$110.00) an hour.
5. Senior Landscape Designer/Planner time at an hourly rate of One Hundred Ten Dollars (\$110.00) an hour.

6. Landscape Designer/Planner time at an hourly rate of Eighty Dollars (\$80.00) an hour.
7. Senior Landscape Designer time at an hourly rate of Ninety-Five Dollars (\$95.00) an hour.
8. Landscape Designer time at an hourly rate of Eighty-Five Dollars (\$85.00) an hour.
9. Senior Technician time at an hourly rate of Sixty Dollars (\$60.00) an hour.
10. Technician time at an hourly rate of Fifty Dollars (\$50.00) an hour.
11. Administrator time at an hourly rate of Thirty Dollars (\$30.00) an hour.

1. Reimbursable Expenses:

Reimbursable expenses of travel, communications and black and white printing of plan documents are included within the scope above

2. Client's Responsibilities:

The Client shall be responsible for the following:

- A. The Client shall provide full information concerning the Scope of Work, shall set forth the Client's objectives, restraints, and criteria.
- B. The Client shall provide the Landscape Architect with all other engineering studies, reports and architectural drawings as may be necessary for submission to the local governments having jurisdiction over the development of the property. The Landscape Architect shall rely on the accuracy of these items in the performance of his work.

3. Payment for Services:

The Landscape Architect shall bill the Client for its services due under this Agreement at such times as it shall deem proper. All invoices are due and payable upon receipt of payment from RBCRA by the Client. The Landscape Architect will stop all work per this Agreement on invoices past due 60 days. Work will not commence until all past due invoices are paid in full. The Landscape Architect assumes no responsibility for damages, financial, physical or other, because of work being stopped.

4. Termination of Agreement:

This Agreement is terminable anytime upon notice of the Client or the Landscape Architect to the other party. Termination of this Agreement, however, shall not relieve the Client of any responsibility for payment for any services performed by the Landscape Architect before receipt of the notice of termination.

5. Extent of Agreement:

This Agreement represents a portion of the AIA Agreement which will represent the entire Agreement between the Client and the Landscape Architect.

6. Limits of Liability:

The Landscape Architect or his Consultants shall not be liable to the Client for indirect, special, reliance, incidental, consequential or exemplary damages (other than personal injury damages) arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services. Pursuant to this section, **an individual employee or agent of the Landscape Architect may not be held individually liable for negligence arising out of or concerning the performance of the services for this Agreement.**

The Landscape Architect shall not be responsible for monitoring site plan approval status beyond the date of approval by the local jurisdiction having authority over the project. (Most site plan approvals expire 18-24 months after final approval.)

7. Miscellaneous Provisions

- A. This Agreement is governed by the law of the Landscape Architect's Principal place of business.
 - B. This Agreement is the entire and integrated agreement between the Client and The Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this agreement only by a written instrument signed by both the Client and the Landscape Architect.
 - C. In the event that any term or provision of this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
 - D. Neither the Client nor the Landscape Architect shall assign this agreement without the written consent of the other.
 - E. Irrespective of any other term in this agreement, the Landscape Architect shall not be responsible for construction means, methods, techniques, schedules, sequences, or procedures; or for construction safety, or any other related programs; or for another party's failure to complete their work or services in accordance with the Landscape Architect's documents.
 - F. Client agrees to indemnify, defend and hold harmless the Landscape Architect from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or this agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by the Landscape Architect's errors or omissions.
 - G. Should any legal proceeding be commenced between the parties to this agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.
 - H. The Client and the Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this agreement. The Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring the contractor and its subcontractors to waive all consequential damages against the Landscape Architect for claims, disputes or other matters in question arising out of or relating to the project.
 - I. To the extent that damages are covered by property insurance during construction, the Client and Landscape Architect waive all rights against each other and against the contractors, Landscape Architects, agents, and employees of the other for such damages. The Client or Landscape Architect, as appropriate, shall require of the contractors, Landscape Architects, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
 - J. The Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance for this Project may result in damage to property and or persons. The Client further acknowledges that, as between parties to this agreement, the Client is solely responsible for the results of any lack of or improper maintenance.
 - K. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.
8. Ownership of Instruments of Service:
- Drawings, specifications and other documents, including those in electronic form, prepared by the Landscape Architect and the Landscape Architect's contractors are Instruments of Service for use exclusively to this Project. The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

9. Retainer:

The Client shall pay a retainer in the amount of Zero Dollars (\$0.00) upon commencement of services or authorization of additional work under this Agreement. Said retainer shall be credited to the last invoice for service.

Confirmation Order

Harvard Jolly Architects

By:

Name: Rene Tercilla

Sr. Vice President/Principal

Title:

Date:

**Gentile Glas Holloway O'Mahoney
& Associates, Inc. (Landscape Architect)**

By:

Emily M. O'Mahoney, FASLA, PLA,
LEED AP@BD+C

Title: Partner

Date:

August 31, 2018
