

**CITY OF RIVIERA BEACH
RTQ # 1005-20-4**

RENOVATION AND CONSTRUCTION SERVICES



Event	Date
Date ITB Issued	August 28, 2020
Due Date for Questions	September 10, 2020
Due Date for Responses	September 17, 2020
ITB Due Date	September 24, 2020

CONTACT:

GLENDORA WILLIAMS, BUYER

GVWILLIAMS@RIVIERABEACH.ORG

**NO PHONE INQUIRIES WILL BE ACCEPTED. ALL
CORRESPONDENCE SHALL BE DIRECTED TO
THE CITY CONTACT INDICATED ABOVE VIA
EMAIL.**

SUBMIT QUALIFICATIONS TO:

City of Riviera Beach Office of the City Clerk
600 W. Blue Heron Blvd., Suite 140
Riviera Beach, FL 33404
(561) 845-4090

CITY OF RIVIERA BEACH
PALM BEACH, FLORIDA

REQUEST TO QUALIFY**- GENERAL CONDITIONS -**

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

PROPOSER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR PACKAGE

1.

RTQ WILL BE DUE and may not be withdrawn within 90 calendar days
after such date and time. **09/24/2020 11:00 AM**

RTQ TITLE: **RENOVATION AND
CONSTRUCTION SERVICES**

RTQ NO. **1005-20-4**

BUYER: **Glendora Williams (561) 845-4180**

DELIVERY DATE **09/24/2020**

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

PROPOSER NAME

PROPOSER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE TELEPHONE CONTACT PERSON
NO.

FAX NO. INTERNET ADDRESS

AUTHORIZED SIGNATURE (original in ink)

TYPED NAME OF SIGNER

TITLE

GENERAL INFORMATION TO PROPOSERS

RTQ NO. 1005-20-4

GENERAL CONDITIONS:

- A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the designated contact person for the project. The pool of qualified Contractors will provide repair, renovation, and construction, installation, and maintenance services. Contractors shall furnish all labor, materials, supervision, equipment and tools to perform a variety construction services on an as-needed basis as described herein.
- B. Contractors is responsible for any damage to City or personal property due to negligence on the part of the Contractors or their employees. Restoration shall be made to the City's satisfaction.
- C. The Contractors shall be responsible for correction/replacement, according to local state Florida Building Codes (FBC) and City satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as a result of the Contractors' operations.
- D. The Contractors must adhere to all City security procedures. The Contractors' work force shall be made up of persons legally authorized to perform work in the United States. The Contractors shall require all employees to wear visible identification while on City property. Persons not conforming to this requirement may be denied access to the building. Denial of access does not alleviate the Contractors' responsibilities herein.
- E. Contractors are required to participate in performance and project report meetings as deemed necessary by the City.
- F. All Contractors personnel shall be provided with a means of communicating with Contractors and/or City. All trucks and/or other service vehicles are to be equipped with proper safety equipment and identification.
- G. The Contractors shall provide a qualified employee who is present during the course of work who shall act as a fully authorized agent of the Contractors and who is capable of making on-site decisions and is an English speaker. The agent shall be knowledgeable about all procedures and practices applicable to the contracted service requirements and condition.

CONTRACTOR REQUIREMENTS:

- A. The Contractors shall maintain all certificates, licenses, bonds (as applicable and/or required) and insurance for the entire duration of the contract. In the event of any lapse in coverage and/or protection afforded, the contractor shall notify the City no later than 15 days prior to the lapse to be incurred.
- B. The Contractors shall keep a file containing a copy of all test reports and certifications performed for the City. The file will be located at the Contractors' office and available to the City upon request by the City's staff. The records will be available to the City during the duration of the contract period and for a minimum of three (3) years following contract expiration or termination.
- C. The Contractors shall comply with all applicable federal, state and local laws and regulations. Any finding and/or recommendation shall conform to the codes, laws, rules and regulations governing the City.
- D. On City projects where any excavation or demolition will be performed, the Contractors' shall follow Florida Statutes for Underground Facility locating, as per Underground Facility Damage Prevention and Safety Act, Chapter 556, FS and the guidelines of the Sunshine State One Call of Florida, Inc. (SSOCOF).
- E. Obtaining information required by statute does not excuse any excavator from performing an excavation in a careful and prudent manner, nor does it excuse the excavator from liability for any damage or injury resulting from any negligence of the excavator, provided the utility line is correctly located.

- F. The Contractors shall provide an emergency after-hours phone number and contact person. A one (1) hour response time to site is required in case of emergency that poses an immediate economic or safety hazard to City property or any person. All requested emergency responses are at the sole discretion of the City.
- G. The Contractors shall assure conditions on the work site reflect good housekeeping and safety practices at all times. The Contractors shall leave work site in a safe, neat, and orderly fashion at the end of each workday. The Contractors shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work site presents a safe, neat, and orderly appearance at all times. All rubbish, scrap, etc., will be transported from the premises. Rubbish will NOT be deposited as fill on the work site. At completion of work, the Contractors shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and will leave project in ready to use condition.
- H. The Contractors shall use only factory Original Equipment Manufacturer (OEM) parts (unless otherwise approved in writing by the City) while performing services on equipment under original warranties. Aftermarket parts will be permissible on all units out of warranty period, when it is economically favorable to the City. Prior approval will be obtained before acquisition and installation is performed. The Contractors shall obtain prior written approval on all costs before the additional work is started.

SUBCONTRACTING

- I. If the Contractors must use subcontractors, the details of subcontractors are to be provided prior to the starting work. Any use of subcontractors shall be approved in writing by the City and said subcontractors are subject to background checks where applicable. Changes to subcontractors are prohibited without prior written approval from the City. Cost of subcontracted services shall be included in the lump sum price quoted for each project.

BACKGROUND CHECKS

- J. Contractors may be required to have unescorted access to some offices and other areas where certain criminal background checks may be required by federal and state law to submit to an electronic criminal background check and/or fingerprinting. An authorization and consent for release of personal information form must be completed and acknowledges that the City of Riviera Beach Police Department and/or the Sheriff's Office may conduct an investigation of criminal history information on file in local, state or federal agencies.
- K. The Contractor shall ensure that unauthorized persons cannot gain access to rooms, areas, or building under the control of its personnel. At no time shall the Contractor violate building and/or room security by propping doors open and leaving them unattended, unless the City has provided its own security door monitor. All entrance and exit doors shall be secured at all times.

MINIMUM QUALIFICATIONS:

- A. The contractor must be licensed to work in the State of Florida and Palm Beach County. Submit documentation of this with RTQ.
- B. Proof of Insurability and the ability to meet insurance requirements, as listed is required in this package. Provide a sample copy of insurance with RTQ.
- C. The contractor shall have been in the business of construction for the last five (5) years.
- D. Provide evidence of experience by listing at least three (3) projects within the last five years.
- E. A general contractor license is required. Underground, utility, and any other licenses, for example cost estimating and material testing as a complement not in lieu of general contractor's license.

WARRANTY:

Warranty work shall be corrected by the contractor at no additional cost to the City. Warranty period shall begin on the date the project is completed as evidenced by the building permit signed as "final inspection". The date of the successful passing of the final inspection shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

1. Workmanship warranty shall be one (1) year.
2. Standard Manufacturer's warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.

AWARD CRITERIA

The City intends to award to multiple firms responsive and responsible proposers meeting the minimum qualifications of experience, competency, and price.

Proposers will be engaged via a task order/work order per project basis. The City retains the right to make multiple contract awards. For projects that exceed \$100,000, proposers must be able to obtain a performance and payment bond.

FURTHER INFORMATION

Service work schedules shall be coordinated with Project Manager before any work is started. Proposers requiring additional information as to the technical provisions or desiring to view the site shall contact the Procurement Department.

No change(s) and no interpretation(s) shall be considered binding unless provided to all proposers in writing by the Procurement Department.

Project work schedules shall be coordinated with the Project Administrator, Terrence N. Bailey, P.E., before any work is started.

CODE REQUIREMENTS

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

CONDUCT OF EMPLOYEES

All employees of the contractor shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the contractor by the public, they are to acknowledge, record, and pass on to the City's Contact Person if unable to reply.

SUPERVISION AND INSPECTIONS

The Contractor shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the Contractor will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed.

The City reserves the right to withhold payments for any work, which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct work as to insure the least possible obstruction to normal pedestrian and vehicular traffic, including access to all public and private properties; and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Project Administrator, Terrence N. Bailey, P.E. may be reached at (561) 845-4080.

EQUIPMENT AND PERSONNEL

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or agents. The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the City once City personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR

Pursuant to the provision of Florida Statutes 218.735(6), as may be amended, when a prime contractor receives payment from the City for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten days after the prime contractor's receipt of payment.

When a subcontractor receives payment from a prime contractor for labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor's receipt of payment from the prime contractor.

PAYMENT/PERFORMANCE BOND:

The successful proposer will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount for any proposal in excess of \$100,000.00.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes Section 255.05, covering the faithful performance of the Contract and payment in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858. The bonds must be recorded in the official records of Palm Beach County prior to any work commencing.

INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

PERMITS AND FEES

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The Contractor shall include the cost for all permits in the contractor's base proposal.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

CONTRACT:

The Procurement Department shall issue a purchase order and task order/work order incorporating this Request to Qualify and the documents submitted by the proposer awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract. The proposer shall provide quotes based on the requirements and site for the requested demolition services.

The Contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the City.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

CONTRACT TERM AMOUNT:

The contract will be for three (3) years with two (2) one (1) year renewal options. Prices quoted on the task/work order on a per project basis in the proposal will be considered firm for each type work to be performed.

SUBCONTRACTING:

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

PAYMENT

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

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

INVOICING

Contractor shall present an invoice to the City upon completion of each work request. Said invoice shall be completely itemized and include the City Purchase Order Number and the CONTRACTOR Invoice Number.

SCOPE OF WORK

2.1 Project Objectives

The Contractors shall provide the City in renovations, remodels and maintenance of existing facilities, including, but not limited to the list below. Other services may include, but are not limited to HVAC, electrical, plumbing and remediation, if included as part of a larger project. The following list is an example of services, which may be required.

Renovations (including demolition and new construction):

- 2.1.1. Removal of walls, doors, windows, ceilings, flooring, plumbing and HVAC
- 2.1.2. New framing and drywall; repair and patching
- 2.1.3. New, or modifications to, dropped ceiling
- 2.1.4. Finish carpentry; millwork
- 2.1.5. Installation of flooring and base, prep of floor, waxing of existing vinyl flooring
- 2.1.6. Installation of additional outlets (including expansion of electrical panel or service if necessary) and switching
- 2.1.7. Painting
- 2.1.8. Installation of new and/or re-used overhead lighting in existing locations
- 2.1.9. Plumbing
- 2.1.10. New or modified ductwork, including re-balancing of the heating, ventilation and air conditioning (HVAC) systems
- 2.1.11. Fire/life safety additions/changes including coordination of sprinkler location and relocation if necessary
- 2.1.12. Signage
- 2.1.13. Cabling coordination
- 2.1.14. Coordination of furniture, fixtures and equipment
- 2.1.15. Structural building components – exterior doors, windows, concrete slabs, trenching for electrical, plumbing and cabling
- 2.1.16. Obtaining necessary building permit(s)
- 2.1.17. Debris removal and clean up.

2.2 Project Specifications - The City shall provide project specifications that will include, but not limited to:

- 2.2.1. A work schedule and scope of service that details the modifications, repair, replacement and/or upgrades;
 - 2.2.2. Estimated start date, milestone and completion dates.
 - 2.2.3. Contractors may be requested to provide a construction cost estimate for budget planning purposes.
 - 2.2.4. Requests for project quotes will be issued to all awarded Contractors
 - 2.2.5. The Contractors shall provide a lump sum price with an explanation of how the price was determined for each project. Should the project exceed \$200,000.00, a performance bond will be required. The cost of the performance bond must be included in the lump sum. Each project will be assigned to the Contractor submitting the lowest lump sum quote for that project.
- A. Notice to Proceed - The awarded Contractor for each project will be issued a Purchase Order, which will designate the name of the City's Project Manager. No work shall begin on a project until a City Purchase Order and a Notice to Proceed have been issued.
- B. After the Purchase Order is issued, the City will issue a Notice to Proceed to the awarded Contractor for each project. Upon receipt of the Notice to Proceed, the Contractor shall commence work on the schedule agreed upon by the City and the Contractor.
- C. During operations, any need for extension shall be approved in writing by the project's City Project Manager as stated on the purchase order.

- D. Termination - If a Contractor declines to provide a quote on three Projects within a 12-month period, their Contract may be terminated at the sole discretion of the City.

ENVIRONMENTAL

- E. Noise control will be a concern of the City and Contractor. Working hours and equipment placement will need to be coordinated with City staff to minimize the impact to the residents neighboring the site or occupying the building.
- F. Responsibility for Spills and Accidental Discharges: In the event the Contractor causes or has a spill or accidental discharge, the Contractor will notify the City project manager, remediate immediately, at their own cost, and comply with all current FDEP regulations.

QUALITY GUARANTEE

- G. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, materials, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.
- H. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the City. If a Contractor wishes to make a substitution in the specifications, the Contractor shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution. Any such substitutions shall be subject to City approval. Substitutions shall be approved in writing and only if determined by the City to be equivalent to the prescribed specifications.
- I. If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in the work order, the vendor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship manufacturing or shipping damage. Payment or refund of payment will be addressed on a case-by-case basis.
- J. The Contractor shall promptly correct all work that fails to pass inspection or is rejected by the City as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed.
- K. Project Specifications provided by the City will state whether work is to be performed during Normal Business Hours or during Non-Standard Business Hours. The Contractor shall complete projects outside of normal business hours when requested by the City as a part of the project specifications.
- L. Normal Business Hours are defined as Monday through Friday 7:00 a.m. – 5:00 p.m., except City observed holidays.
- M. Non-Standard business hours are defined as Monday through Friday 5:00 p.m. – 7:00 a.m., Saturdays, Sundays and City observed holidays.
- N. The City may authorize work, in writing, outside the stated hours of the project at the City's sole discretion.
- O. The Contractor's invoice shall be submitted on a per-project basis and clearly indicate the City's purchase order number (and work order number, if assigned).

FINAL INSPECTION AND CORRECTION OF WORK

- P. The Contractor shall perform a joint inspection with the City's authorized representative for each project upon the completion of all work.

Q. The Contractor shall notify the City when the work is complete and ready for the City's final inspection. After final inspection, the City's authorized representative for the project will accept the work if the Contractor has satisfactorily:

- 1.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;
- 1.2 Submitted all other required contract deliverables.
- 1.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of the contract documents, whether or not fabricated, installed or completed. This shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor bears the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.

The City periodically requires the reconstruction, and renovation work including but not limited to demolition, minor construction, HVAC, map, electrical, and low voltage outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required.

The successful contractor shall provide all materials, permits, equipment and labor as required for the demolition and renovation of the designated site, and disposal of debris generated during the course of providing contracted services.

2.3 Scope of Services

The following is a list of general specifications that when incorporated with other specified conditions, comprise the requirements and scope of services of this contract.

- A. No work at any designated site shall begin until the Contractor receives a "Notice to Proceed" from the City.
- B. The Contractor will insure that the premises being serviced are free of rodents, **prior** to beginning the demolition. This work may be accomplished by an extermination or pest control company, who shall provide a certification letter attesting that the site is free of rodents.
- C. The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name.
- D. All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants.
- E. The Contractor will provide a qualified foreman who will be present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.
- F. All work shall be performed in accordance with City Ordinance, Chapter 17, and Hours for Construction. Exceptions to this schedule can only be made with the prior approval of the City.

- G. The Contractor may be responsible for the removal and disposal of some types of asbestos containing materials from structures, businesses, and residences if the need should arise. The Contractor must, therefore, be prepared to provide certified and trained supervisory personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation as required if the need arises.
- H. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. The Contractor, is fully responsible for its security of all materials and/or equipment left on site. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor.
- I. The Contractor will contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished, as well as secure any required documentation to be submitted to the City at the time of permit submittal.
- J. The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed herein.
- K. The Contractor will disconnect and cap all sanitary sewer lines connected to street sewer main lines.
- L. The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/traps and fill in void with clean fill.
- M. The Contractor will notify the City of the presence of any asbestos or other hazardous type materials found in structures scheduled for demolition, in compliance with Federal, State and Local laws and Codes.
- N. The Contractor will coordinate his work with other Contractors or City departments performing work at the site or adjacent areas.
- O. The Contractor will protect and preserve all trees on the property except those designated by the City's tree inspector for removal. When removal is necessary, the Contractor shall provide fill and bring the excavated site to a fine level grade even with the surrounding area. The Contractor will bring the site to a smooth, fine level grade which is even with the surrounding areas and properties. The property will be left in a neat clean condition.
- P. The Contractor will remove and dispose of all excess material, debris and trash developed during the course of providing the contracted services. No material may be burned or buried on site.
- Q. The Contractor will remove all tools and equipment immediately after the completion of the work.

2.4 Permits

The Contractor will obtain, at his own expense, all necessary permits required for this type of work by the City of Riviera Beach from the City's Building Permits Division. The cost of any permit will be reimbursed by the City upon proof of payment, which shall be submitted with the Contractor's invoice for each assigned project.

2.5 Ownership of Salvaged Materials

All salvageable materials and items that can reasonably be considered to have been a physical part of the structure or the site, or used in its construction, shall become the property of the Contractor. This shall include the value of all scrap materials developed during the demolition process and any such materials found on the property.

Items of personal property having title of ownership such as automobiles or items having significant exchange value such as precious gems, currency, etc., as determined by the Sustainable Development department, are not considered as salvageable. Such items will be protected from damage or loss when and if encountered during the progress of work and shall be turned over immediately to the City.

2.6 Pricing Structure

To determine the contracted rate for the demolition and reconstruction of a specific structure, the Contractor and a City representative shall meet at the subject site. They shall calculate the total square footage of the building(s) under consideration for renovation. Fee shall be based on the provided scope on a project by project basis.

The total square footage figure and all additional fees to be charged for the renovation pursuant to this contract shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

2.7 Asbestos Removal

In the event that asbestos-related materials need to be removed from a structure of site, Proposers will quote a price per each item listed below.

2.7.1 Removal of Asbestos Related to Floor Tiles as Asbestos Containing Material (ACM): Proposer will provide per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.2 Removal of Floor Tile and Mastic as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.3 Removal of Vinyl as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.4 Removal of Carpet as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.5 Removal of Roofing Material as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.6 Removal of Surfacing Material as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Materials applied by spray or trowels are classified as surfacing materials. Examples would be, fireproofing, textured ceilings or acoustic plaster ceilings. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.7 Removal of Ceiling Tile as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.8 Cementitious Composite as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples include roof drain piping; water piping, sanitary sewer piping, HVAC ducts and transit panels. For tabulation purposes, an estimate of 400 square feet will be used.

2.7.9 Thermal System Insulation Material (TSI) as ACM: Proposer will provide a per square foot rate for certified and trained personnel and asbestos workers, furnish all required or necessary equipment and supplies, and provide insurance and transportation for all workers and material as an all-inclusive rate. Examples of such would be, insulation materials that contain asbestos that are generally found in boiler rooms and chillers rooms and in pipe chases in walls. This includes ACM adhesives. For tabulation purposes, an estimate of 400 square feet will be used.

2.8 Tipping Fees

The Contractor is responsible for the payment of all tipping fees for the disposal of any debris generated under this contract. Proposer shall structure their proposal prices accordingly.

2.9 Assignment of Work

All work assigned by the City, shall be initiated through the use of a written task/work Order. A task/work order may be for one or more structures at the same or different locations.

This Work Order notification form will be given to the Contractor detailing the date, time, address, and legal description of the property or properties at which the structures are to be renovated. This Work Order form shall be the authorization to commence work.

The Contractor shall commence the renovation within ten (10) calendar days of receipt of task/work Order. The exception shall be for any project declared by the City of Riviera Beach as an EMERGENCY SITUATION. When this condition is declared, the Contractor shall commence the demolition work within either 24 hours or three (3) calendar days of receipt of this notification.

During the course of the initial site inspection between the Contractor and City personnel, the project completion time shall also be discussed and shall be agreed upon by both parties and shall be specified in the Work Order. This completion time shall NOT be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. The completion time for any single project, containing single or multiple structures shall not exceed seven (7) working days.

2.10 Damage to Public And Or Private Property

Extreme care shall be taken to safeguard all existing facilities to include but not limited to all nearby or adjoining properties, site amenities, sidewalks, sprinkler systems, trees, shrubs, windows, and all vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced or repaired by the Contractor at no additional cost to the City. If the Contractor has not repaired or replaced damaged property within 24 hours' notice by the City, the City reserves the right to correct the situation and deduct all charges from the Contractor's invoice.

It is the Contractor's responsibility to ensure that his equipment is free from any fluid leaks while located in any serviced areas. The City, under reasonable suspicion of any such leaking equipment, can require that such equipment be immediately removed from the premises and repaired and/or replaced before it can resume operation in any serviced areas.

2.11 Liquidated Damages

Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

If the Contractor delays in either starting or finishing the project at the agreed upon time the actual damages to the City for any delay or shut down will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a reduction from the next monthly invoice of \$250 per day as

fixed, agreed, and liquidated damages. Such deductions will continue until said service is properly performed or the contract is cancelled.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

END OF SECTION

QUALIFICATIONS DUE DATE:

Qualifications will be received until **09/24/2020 11:00 AM** at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. No packages will be accepted after the time and date specified. The proposer is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this RTQ, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

INQUIRIES/QUESTIONS DEADLINE:

All inquiries shall be in written format and addressed to:

Glendora Williams
Procurement Department
2051 MLK Blvd., Suite 310
Riviera Beach, FL 33404
Email: gwilliams@rivierabeach.org

The last day to submit questions concerning this ITB shall be **9/17/2020**. Questions received after this time will not be answered.

PROCUREMENT SCHEDULE

The Contractor will use the following time line for the ITB. Dates are subject to change if necessary.

08/28/2020	RTQ available to Proposers
09/10/2020	Final day to submit questions no later than 11:00 A.M. EST.
09/17/2020	Due Date for Responses
09/24/2020	Qualifications Due no later than 11:00 A.M.

RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide all labor management, supervision, materials, components and equipment.

The Contractor shall be responsible for securing all required permits including Application and Payment for City of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall provide competent workers and competent supervision.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the Interim Public Works Director (Terrence Bailey) at 561-845-4080.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the City. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the City Contact Person immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The City may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base proposal.

If operations performed during the day are deemed by the interim Public Works Director to be disruptive then operations shall cease and continue after 5:00pm.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

INSURANCE REQUIREMENTS

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property,	\$1,000,000 per occurrence
Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident
	\$1,000,000 disease each employee
	\$1,000,000 disease policy limit
Including employer's liability insurance	\$1,000,000 per occurrence

The successful proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The policies shall name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal.**

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Riviera Beach
Attn: Risk Manager
2051 MLK Blvd.
Riviera Beach, FL 33404
Email: risk@rivierabeach.org

REQUEST FOR INFORMATION FORM

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

(PLEASE EMAIL TO GLENDORA WILLIAMS @ gwilliams@rivierabeach.org WE WILL RESPOND AS SOON AS POSSIBLE.)

RTQ # 1005-20-4

Date: _____

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Office No.:_____

Fax No: _____

[illegible]

ATTACHMENT “A”

REQUIRED FORMS

IN ADDITION TO THE REQUEST TO QUALIFY COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PACKAGE.

- 1) *ADDENDUM PAGE*
- 2) *PUBLIC ENTITY CRIMES STATEMENT*

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

IT IS THE PROPOSER’S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING YOUR QUALIFICATION TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH YOUR QUALIFICATIONS.

ADDENDUM PAGE

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

COMPANY

SIGNATURE

TITLE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

Name & Title (Print or Type)

DRUG FREE WORKPLACE

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

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

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

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

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

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

SIGNATURE

DATE

CITY OF RIVIERA BEACH

CONTRACT FOR CONSTRUCTION

This Contract is made as of this _____ day of _____, 2020 by and between the CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **XXXX CONSTRUCTION**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **XX-XXXXXX**.

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 for **XXXXXXXXXXXXXXXXXXXXXX**, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liaison during the performance of this Contract shall be **Terrence Bailey, P.E.**, telephone no. 561-845-4080.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Payment Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to ensure its full completion within **XXXXXXXXXXXXXXXXXXXX (XXX)** calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to **XXXXXXXXXXXX dollars (\$XXX.00)** for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- 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 **XXX Hundred XXX Thousand Dollars (\$XX,000.00)**. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY's representative, a detailed estimate and invoice of work 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. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress

Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.

- C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices 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, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, 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. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by this Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract

through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract 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 licensed 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, at CITY's sole discretion, 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, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

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

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR 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. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR's subcontractors 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 is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

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, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

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

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

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

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 (if applicable).

C. The CONTRACTOR 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 CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership,

use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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, Florida. 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 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, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and 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 such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress 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 CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. 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 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.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL, 33404, Tel. (561)845-4090, crobinson@rivierabeach.org.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorney's fees, court costs and expenses 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.

ARTICLE 25 – LICENSES, APPROVALS AND PERMITS

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. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

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:

**TERRENCE N. BAILEY, INTERIM DIRECTOR OF PUBLIC WORKS
1481 15TH STREET
RIVIERA BEACH, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**XXXXXXXXXXXXXXXXXX COMPANY
XXXXXXXXXX, PRESIDENT
XXX XXXX PARKWAY, UNIT XX
WEST PALM BEACH, FL 33411**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or

understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict 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:

- A. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
- B. 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.
- C. For projects that do not exceed \$500,000, the CITY will accept bonds in accordance with section 287.0935, Florida Statutes.
- D. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY's representative and 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 CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must 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 **Project XXXXXX** shall be guaranteed by the Manufacturer, if any, for a period of years as specified by the manufacturer under normal manufacturer warranties 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 all work related to construction of the **Project XXXXXX** and all related amenities for a period of 1 year. Upon

receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacturer's warranty as it relates to the materials and parts used to **Project XXXXXX**.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 35 – TIME

The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 41 - EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 – SURVIVABILITY

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

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

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

- B. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- C. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- D. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent upon, among other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

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

CITY OF RIVIERA BEACH

XXXX DEMOLITION

BY: _____
RONNIE L. FELDER,
MAYOR

BY: _____
XXXXXXXXXXXX,
PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
TERRENCE N. BAILEY, PE
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
DAWN S. WYNN
CITY ATTORNEY

Date: _____

EXHIBIT "A"

SCOPE OF WORK

The City periodically requires the complete demolition of buildings and sites within the City and this work is outside the current capabilities of City personnel to perform. Therefore, a Contractor is needed to provide demolition, disposal and other related services. These services include and incorporate the demolition and disposal of the main structure and accessory structures, removal of footings, slabs, asphalt, concrete pavement or brick paver driveways, walkways, or slabs including the lime rock base, fences, debris and other undesirable objects. Installation of ground cover on the lot after the demolition may also be required. Services may also include removal of asbestos and hazardous waste as required. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual. Therefore, city of Riviera Beach is to include Federal requirements in Project Manual as this project in its entirety is governed by Davis Bacon, Wage Decisions, MBE/WBE and Section 3 clauses.

D. DAVIS-BACON AND RELATED ACTS (DBRA) (Reference Agreement with County)

1. The copy of the Wage Decision included in the bid documents is Not Valid for this project. An updated copy of the current Wage Decision 'HEAVY' construction is available online at <https://www.wdol.gov/dba.aspx> A copy of current Wage decision for 'HEAVY' type construction with effective date of 12/21/18 has been attached for your use. Also, current Wage decision for 'HIGHWAY' construction has publication date of 01/05/18 and to be used for this project.

2. Payrolls from contractor and subcontractors shall be current and reviewed for DBRA compliance.

3. Per Agreement with County, PG 13/Davis-Bacon and Related Acts (DBRA)

The County may establish a Labor Compliance Reporting System (LCRS) for this project. Upon implementation, the contractors and subcontractors will no longer be required to submit paper copies of fringe benefit statements, weekly certified payroll reports and or work performed reports, and shall use LCRS for all Davis-Bacon reporting and tracking. The LCRS is an online system and shall be available for use 24 hours a day, 7 days a week, to report weekly certified payrolls and labor compliance related documents.

The Work Schedule is integral part of Exhibit A, in accordance with Article 2 (C).

Reports and other required documentation shall be delivered timely and completed in accordance with Sections 1015, 1310, 1720, 1740 and other, and such submittal requirements are integral part of Exhibit A.

EXHIBIT “B”

SCHEDULE OF PAYMENTS

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