

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
DEV-LAND DEMOLITION & SITE, INC.**

This Contract is made as of this _____ day of _____, 2021 by and between the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, referred to as "AGENCY", and **DEV-LAND DEMOLITION & SITE, INC.**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the AGENCY needs professional services to provide demolition, building preparation, and construction services; and

WHEREAS, the AGENCY requested and received three quotes to provide demolition services; and

WHEREAS, Dev-Land Demolition & Site, Inc. was deemed the lowest and most responsive bidder; and

WHEREAS, the CONTRACTOR desires to provide such services to the AGENCY as set forth herein.

NOW THEREFORE, in consideration of the mutual promise contained herein, the AGENCY and the CONTRACTOR agree as follows:

ARTICLE 1 – SERVICES AND FEES

The CONTRACTOR'S responsibility under this Contract is to provide the services and prepare the deliverables identified in the Scope of Services attached hereto as Exhibit "A". Any conflict between Exhibit "A" and this Agreement shall be controlled by this Agreement.

- A. The CONTRACTOR shall commence upon the issuance of a Notice to Proceed.
- B. CONTRACTOR shall coordinate all activities with the AGENCY's designated project manager.
- C. The fees for the services as provided in the approved Notice to Proceed shall not to exceed

The AGENCY'S representative/liason during the performance of this Contract shall be Scott Evans, Planning and Development Director, whose telephone number is (561) 844-3408.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Services must begin within five (5) calendar days from the date in accordance with each specific work order or receipt of official notice to proceed. The term of this contract shall be for 90 days from the date of the Notice to Proceed.
- B. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the Work Orders.

ARTICLE 3 – FUNDING/CONSIDERATION

The Agency agrees to pay the Contractor for its Services that shall be in accordance with the Proposal attached and not exceed \$181,547. The Work Order or Notice to Proceed will require separate authorization and will provide adequate detail for services, payments and deliverables.

Prior to commencement of any of its Services the CONTRACTOR shall (i) obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes and deliver a copy of the bond to Agency in the amount of the contract, unless waived in writing by Agency, and (ii) record a notice of commencement in compliance with Section 713.13, Florida Statutes in the Palm Beach County Clerk's office and post either a notarized statement that the notice of commencement has been filed for recording along with a copy thereof.

Prior to final payment, CONTRACTOR shall submit (i) a duly and properly executed Contractor's Final Payment Affidavit and Contractor's final release of lien, complying in all respects to the provisions of Florida's Construction Lien Act, Chapter 713, Part I, Florida Statutes, and (ii) a Notice of Termination of the Notice of Commencement for Services shall be recorded in the appropriate public records and a copy thereof shall be provided to Agency.

ARTICLE 4- TERMINATION

This Contract may be canceled by the CONTRACTOR upon ten (10) days prior written notice to the AGENCY'S representative in the event of substantial failure by the AGENCY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the AGENCY fails to cure same within that ten (10) day period. This Contract may also be terminated, in whole or in part, by the AGENCY, **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 AGENCY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AGENCY, 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 AGENCY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - 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 AGENCY.

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

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

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

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

ARTICLE 6 - SUBCONTRACTING

The AGENCY reserves the right to accept the use of a SUB-CONTRACTOR or to reject the selection of a particular SUB-CONTRACTOR and to inspect all facilities and approve all proposal of any SUB-CONTRACTOR in order to make a determination as to the capability of the SUB-CONTRACTOR to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a SUB-CONTRACTOR fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONTRACTOR to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new SUB-CONTRACTOR by the AGENCY.

If SUB-CONTRACTOR (s) are used, the CONTRACTOR shall use only licensed and insured SUB-CONTRACTOR (s). All SUB-CONTRACTOR 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 SUB-CONTRACTOR.

ARTICLE 7 - FEDERAL AND STATE TAX

The AGENCY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the AGENCY, nor is the CONTRACTOR authorized to use the AGENCY'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 8 - 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 AGENCY 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 AGENCY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 9 - INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify and hold harmless the AGENCY, 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 AGENCY, its agents, officers, or employees are alleged to be liable.

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

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

ARTICLE 10- INSURANCE

A. Prior to execution of this Contract by the AGENCY the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the 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 AGENCY 'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$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 \$1,000,000.00 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 AGENCY.

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

ARTICLE 11 - SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – VENUE

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

ARTICLE 13-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 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, 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 AGENCY'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 AGENCY as to whether the association, interest or circumstance would, in the opinion of the AGENCY, constitute a conflict of interest if entered into by the CONTRACTOR. The AGENCY 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 AGENCY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the AGENCY 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 AGENCY by the CONTRACTOR under the terms of this Contract

ARTICLE 15 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its Sub-Contractors 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 AGENCY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its Sub-Contractors' fault or negligence, as determined by the AGENCY, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the AGENCY'S rights to change, terminate, or stop any or all of the work at any time.

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

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

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

ARTICLE 16 - INDEBTEDNESS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the AGENCY'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 AGENCY 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 AGENCY 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 AGENCY'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 AGENCY'S expense shall be and remain the AGENCY'S property and may be reproduced and reused at the discretion of the AGENCY.

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of the AGENCY. 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 AGENCY shall be that of an Independent CONTRACTOR and not as employees or agents of the AGENCY.

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The AGENCY 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 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, 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 22 - ENFORCEMENT COSTS

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

ARTICLE 23 - AUTHORITY TO PRACTICE

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

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

ARTICLE 24 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or 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 25 - MODIFICATIONS OF WORK

The AGENCY 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 AGENCY'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 AGENCY of any estimated

change in the completion date; and (3) advise the AGENCY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

If the AGENCY elects to make the change, the AGENCY 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 BOARD OF COMMISSIONERS FOR THE CRA OF RIVIERA BEACH or its designated representative.

ARTICLE 26 - NOTICE

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

Attn: Jonathan Evans, CRA Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

With a copy to:

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

and if sent to the CONTRACTOR shall be mailed to:

Dev-Land Demolition & Site, Inc.
11240 Brandywine Lake Way
Boynton Beach, FL. 33473

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY 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 27 - Modifications of Work.

ARTICLE 27 – TIME

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

ARTICLE 28 - 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 29 - WAIVER

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

ARTICLE 30 - PREPARATION

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

ARTICLE 31 - 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 AGENCY may at its option and without notice terminate this Contract.

ARTICLE 32 - 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, the CONTRACTOR hereby represents to the AGENCY 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 33 - 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 34 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 35 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the EXECUTIVE DIRECTOR OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY or its designated representative.

ARTICLE 36 - 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 37 – 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 38 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the AGENCY, 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 39 - RIGHT TO REVIEW

The AGENCY, 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 AGENCY 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 40- FLORIDA PUBLIC RECORDS ACT

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

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the Agency to keep and maintain in order to perform the services under this Agreement.

- (b) Provide the public with access to said public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirement for retaining said public records and transfer, at no cost, to the Agency all said public records in possession of the Contractor upon termination of this Agreement and destroy and duplicate public records that are exempt of confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

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 Tamara Seguin, 561-844-3408, email-tseguin@rbAGENCY.com, 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

[Signature on following page]

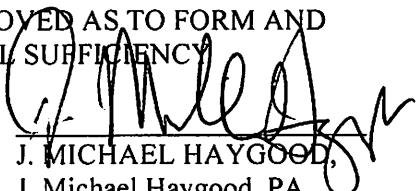
IN WITNESS, WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

Attest:
By: _____

RIVIERA BEACH COMMUNITY
DEVELOPMENT CORPORATION

BY: _____
Shirley Lanier
Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
J. MICHAEL HAYGOOD,
J. Michael Haygood, PA
AGENCY ATTORNEY
Date: 4/7/2021

LAND-DEV DEMOLITION & SITE INC.

By: Carl Deveaux
President

EXHIBIT A
Bid Proposal & Summary

Approved Bid Cost: \$165,043
Plus 10% Contingency: \$16,504
Total Approved Amount: \$181,547

The landscaping (including sod) will be installed separately along with plantings and irrigation following demolition and grading by Dev-Land and Site Inc.

Dev-Land Demolition & Site, Inc.

11240 Brandywine Lake Way
Boynton Beach, Fl. 33473

Phone: (561) 585-6370
Fax: (561) 732-0106

PROPOSAL

TO: City of Riviera Beach
1481 15th Street, Bldg. F
Riviera Beach, Fl.

Project: Demolition of Structure
2600 Broadway – Old Bank Building

The following proposal is submitted for your review and acceptance and consists of:

2600 Broadway – Old Bank Building

1.	Demolition of existing bank and office buildings	\$ 73,725.00
2.	Removal of asphalt, approx. 3,831 sq.yd. @ \$3.75 per sq.yd	\$ 14,366.00
3.	Removal of concrete including sidewalk and curbing	\$ 4,200.00
4.	Grading	\$ 6,500.00
5.	Sod installation 90 pallets @ \$135.00	\$ 11,250.00
6.	Fence	\$ 4,000.00
7.	General condition	\$ 3,000.00
8.	Abatement	\$ 51,660.00
9.	Bond	\$ 7,591.55
TOTAL ESTIMATED PROPOSAL:		\$ 176,292.55

Submitted **January 2, 2021** by:

Carl Deveaux

Carl Deveaux
President

Accepted by: _____

Date: _____

Notes:

1. Payment Arrangement: Payment in full upon receipt of invoice.

_____ Initials

_____ Initials

STATE OF: **Florida** COUNTY OF: **Palm Beach**

Sworn to and subscribed before me this _____ day of _____, 20____.
_____ is personally known to me or provide the
following identification _____.

Notary Public State of Florida

**EXHIBIT B
SITE LOCATION**

