

PROFESSIONAL SERVICES CONTRACT

This Contract is made as of this _____ day of _____, 202__, by and between the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic grated pursuant to Part III Chapter 163, Florida Statutes, hereinafter referred to as the CRA, and **CONTRACTOR LEGAL BUSINESS NAME**, a corporation authorized to do business in the State of Florida, and mailing address **STREET, CITY, STATE, ZIP CODE** hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **XX-XXXXXXX**.

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

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide **TYPE OF SERVICES**, as more specified in the Scope of Services detailed in Exhibit "A".

The CRA's representative/liaison during the performance of this Contract shall be **City Representative's Name**, who may be contacted at **Phone Number**, or via email at **Email**, and CONTRACTOR's contact shall be **First & Last Name, Title**, who may be contacted at **Phone Number**, or via email at **Email**.

ARTICLE 2 – ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. _____ and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit ___, CONTRACTOR's proposal dated _____; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 – SCHEDULE

The CONTRACTOR shall commence services on _____, 202__, and complete all services by _____, 202__.

The CRA reserves the right to renew this contract for an additional one (1) year renewal periods if determined in the best interest of the CRA. Notification of intent to renew will be sent in advance of expiration date of this contract.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. Generally - The CRA agrees to compensate the CONTRACTOR the total and cumulative amount of this Contract which shall not exceed **TOTAL AMOUNT TYPED OUT (\$)**. The CRA shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CRA in pursuance of the scope containing in EXHIBIT "A", without specific prior written approval of the CRA.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CRA's representative, indicating that services have been rendered in conformity with the

Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CRA representative's approval.

- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department.
- D. 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 CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and all other further charges, if not properly included in this final invoice, are waived by the CONTRACTOR and the CRA shall have no obligations for any other costs or expenses thereafter.
- E. Payments to the CONTRACTOR shall be sent to:

CONTRACTOR's LEGAL BUSINESS NAME
STREET ADDRESS 1
STREET ADDRESS 2
CITY, STATE ZIP CODE

ARTICLE 5 - 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 CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CRA shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 6 – TERMINATION

This Contract may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the CRA's representative in the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CRA fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CRA, 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 CRA's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CRA, 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 progress, completed work, and other materials related to the terminated work to the CRA.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - 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 CRA.

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 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 CRA for the negligent acts and omissions of subcontractors, sub consultants, and of persons either directly or indirectly employed by the CONTRACTOR (hereinafter "subcontractor" or "subcontractors"). Nothing contained herein shall create any contractual relationship between any subcontractor and the CRA.

All of the CONTRACTOR's personnel and all of the CONTRACTOR's subcontractors will comply with all CRA requirements governing conduct, safety, and security while on or utilizing CRA premises/property.

ARTICLE 8 - SUBCONTRACTING

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

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

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 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 9 – SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CRA's staff that it applies, the CONTRACTOR agrees to abide by the provisions of the SBE section of the procurement code. The CONTRACTOR further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance and agrees to allow the CRA to inspect such records and provide such records to the CRA upon request.

ARTICLE 10 - FEDERAL AND STATE TAX

The CRA is exempt from payment of Florida State Sales and Use Tax. The CRA 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 fill contractual obligations with the CRA, nor is the CONTRACTOR authorized to use the CRA'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 11 - AVAILABILITY OF FUNDS

The CRA's performance and obligation to pay under this Contract is contingent upon annual appropriations being made by the City of Riviera Beach City Council.

ARTICLE 12 - INSURANCE

- A. Prior to execution of this Contract by the CRA, 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 CRA'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 and \$1,000,000.00 aggregate. (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, \$2,000,000.00 annual aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, advertising injury including wrongful death, as well as \$1,000,000.00 per occurrence from claims of property damages, \$2,000,000.00 products and completed operations coverage 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 in the amount of \$1,000,000.00 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, such party shall then, 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 CRA.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CRA as an "Additional Insured."

ARTICLE 13 - INDEMNIFICATION

To the extent allowed by Florida law, the CONTRACTOR shall indemnify and hold harmless the CRA, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct 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 CRA, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CRA, its agents, officers or employees are alleged to be liable.

The 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 CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

ARTICLE 15 - 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 legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 16 - 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 17 - 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 Section 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CRA's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the 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 CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONTRACTOR. The CRA 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 CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CRA 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 CRA by the CONTRACTOR under the terms of this Contract.

Further, please be advised, in accordance with Section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the CRA. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 18 – DELAYS AND EXTENSION OF TIME

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

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

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CRA or its employees, or by any other consultant employed by the CRA, or by changes ordered by the CRA or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the CRA pending negotiation or by any cause which the CRA shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CRA may decide. No extension shall be made for delay occurring more than seven

(7) days before claim therefore is made in writing to the CRA. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 19 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The 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 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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.

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

- a. Keep and maintain public records required by the CRA to perform the service.

- b. Upon request from the CRA's custodian of public records or designee, provide the CRA 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 CRA.
- d. Upon completion of this Contract, transfer, at no cost, to the CRA all public records in possession of the CONTRACTOR or keep and maintain public records required by the CRA to perform the service. If the CONTRACTOR transfers all public records to the CRA 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 CRA, upon request from the CRA's custodian of public records or designee, in a format that is compatible with the information technology systems of the CRA.

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 AT THE CITY CLERK'S OFFICE, CITY OF RIVIERA BEACH, 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL. 33404, BY EMAIL AT CITYCLERK@RIVIERABEACH.ORG OR BY TELEPHONE 561-845-4090.

ARTICLE 21 - 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 CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the 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 CRA shall be that of an Independent Contractor and not as employees or agents of the CRA.

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

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that 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 23 - 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 CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 24 – COMMERCIAL NONDISCRIMINATION

The CONTRACTOR represents and warrants that it will comply with the City of Riviera Beach's Commercial Nondiscrimination Policy as described in Ordinance No. 4180 (Chapter 16.5, Division 4), as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, sub-consultants, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's relevant marketplace. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Vendor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ARTICLE 25 - 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 26 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA 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 city agency.

ARTICLE 27 - 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 28 - PUBLIC ENTITY CRIMES

As provided in Section 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 consultants 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 29 - MODIFICATIONS OF WORK

The CRA reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CRA'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 CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

If the CRA elects to make changes, the CRA 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 by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

**CITY OF RIVIERA BEACH
ATTN: Procurement Director
1481 WEST 15TH STREET
RIVIERA BEACH, FL 33404**

If sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S LEGAL BUSINESS NAME
ATTN: CONTRACTOR CONTACT PERSON
Street Address
City, State Zip Code

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA 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, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 32 – PROTECTION OF WORK AND PROPERTY

If applicable, the CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the CRA's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CRA or employees of the CRA, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 33 – TIME

Time is of the essence in all respects under this Contract. The CRA and CONTRACTOR shall work in an expeditious manner to complete this contract.

ARTICLE 34 - 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 35 - WAIVER

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

ARTICLE 36 - PREPARATION

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

ARTICLE 37 - 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 CRA may at its option and without notice terminate this Contract as set forth herein.

ARTICLE 38 - 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, **CONTRACTOR's LEGAL BUSINESS NAME**, hereby represents to the CRA that **CONTRACTOR's AUTHORIZED SIGNATORY**, 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 is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 39 - 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 40 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, 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 41 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach, for which such approval CONTRACTOR shall be promptly notified.

ARTICLE 42 - 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 43 – 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 44 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that 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 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 CRA 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 judgment lien against the assets of the 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
- c. 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 the 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 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 CRA of the occurrence of any event of default within ten (10) days of the CONTRACTOR's receipt of notice of any such default.

ARTICLE 45 - WAIVER OF SUBROGATION

The CONTRACTOR hereby waives any and all rights to Subrogation against the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the 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 46 - RIGHT TO REVIEW

The CRA, by and through its Risk Management Division, 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 CRA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 47 – WAIVER OF TRIAL BY JURY

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

ARTICLE 48 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONTRACTOR acknowledges that this Contract may be subject to

investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance, Chapter 16.5, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CRA any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CRA.

ARTICLE 49 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONTRACTOR warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's sub-consultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its sub-consultants an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a sub-consultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

CRA shall terminate this CONTRACT if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CRA has a good faith belief that CONSULTANT'S sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CRA shall notify CONTRACTOR to terminate its contract with the sub-consultant and CONSULTANT shall immediately terminate its contract with the sub-consultant. If CRA terminates this CONTRACT pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by CRA for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by CRA as a result of the termination.

ARTICLE 50 - SCRUTINIZED COMPANIES

- a. As provided in Section. 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CRA.
- b. **When contract value is greater than \$1 million:** As provided in Section. 287.135, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR

certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section.215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

If the CRA determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to Section. 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 51 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the CONTRACTOR certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 52 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CRA will not request documentation of or consider a CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTOR is further notified that the CRA's governing body may not give preference to a CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

ARTICLE 53 - HUMAN TRAFFICKING AFFIDAVIT

Pursuant to Florida Statute 787.06, CONTRACTOR warrants and represents that it does not use coercion for labor or services. CONTRACTOR submitted the Nongovernmental Entity Human Trafficking Affidavit.

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CORPORATE SEAL

CITY OF RIVIERA BEACH

CONTRACTOR's LEGAL BUSINESS NAME

BY: _____
DOUGLAS LAWSON
MAYOR

BY: _____
AUTHORIZED SIGNATORY
TITLE

ATTEST:

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
DEBRAH HALL-MCCULLON
CERTIFIED MUNICIPAL CLERK
CITY CLERK

BY: _____
GEDEL MERZIUS
EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
CHRIS SMITH P.A.
PITTMAN LAW FIRM

Date: _____

Procurement initials _____

**EXHIBIT “A”
SCOPE OF WORK**