

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: June 20, 2012

AGENDA ITEM SUMMARY NO. B12-062-02

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

SUBJECT: EXECUTION OF A TWO (2) YEAR MATERIALS AND SERVICE AGREEMENT WITH FLORIDA PIPE AND STEEL INC. OF WEST PALM BEACH FLORIDA TO SUPPLY AND DELIVER THE STEEL PIPE PILINGS NEEDED FOR THE MARINA FLOATING DOCK SYSTEM IN AN AMOUNT NOT TO EXCEED \$ 945,000.00 FOR PHASES 1 AND 2 OF THE PROJECT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED MATERIALS AND SERVICE AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET.

RECOMMENDATIONS/MOTION: Staff recommends that City Council approve the resolution.

INTER-DEPARTMENTAL APPROVAL REVIEW & DATE

Deputy City Manager <i>N/A</i>	Library <i>N/A</i>
▪ City Attorney <i>PHL 6/18/12</i>	▪ Marina <i>[Signature] 6/15/12</i>
▪ City Clerk <i>[Signature]</i>	Police <i>N/A</i>
Community Development <i>N/A</i>	Public Works <i>N/A</i>
▪ Finance <i>[Signature] 6/15/12</i>	▪ Purchasing <i>[Signature] 6/15/12</i>
Fire <i>N/A</i>	Parks & Recreation <i>N/A</i>
Human Resources <i>N/A</i>	Utility District <i>N/A</i>
Information Systems <i>N/A</i>	Other <i>N/A</i>

APPROVED BY CITY MANAGER: *[Signature]*

DATE: 06/18/2012

Originator: Marina <i>[Signature]</i>	Costs: <u>\$945,000.00</u>	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions
User: Marina/City	Current FY: 2012 Funding Source: Various Grant funding	<input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
Advertised: PB Post March 23 & 27 2012. Riviera Beach and Sea Diversified website beginning March 21, 2012.com <input type="checkbox"/> Not Required	<input checked="" type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other	Attachments: 1. Resolution 2. Award Recommendation 3. Bid Tabulation 4. Materials and Services Agreement
Affected Parties <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	Budget Account Number: Various Grants; FIND 1 and 2 Construction, FBIP and BIG P	

BACKGROUND/SUMMARY

The Marina is undergoing a major renovation and reconstruction. Thus far we have contracted the Dock Manufacturing and the Dock demolition, dredging and installation. This item is needed to continue the progress towards the completion of the marina and by purchasing the piling directly, saves the City nearly \$200,000.00 in contractor markup and sales tax. This planned and budgeted expenditure and is the third of four major contracts/agreements planned for this project.

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The steel pipe piles of varying lengths and diameters are to be used to anchor concrete and aluminum floating docks. The steel pipe piles will be purchased directly by the City and delivered to the Marina site in accordance with the delivery schedule established by the Contractor (Murphy Construction) in coordination with the Manufacturer of the floating dock systems (Marinetek of North America).

In accordance with the City of Riviera Beach Procurement Code and technical specifications prepared by Sea Diversified, Inc., of Delray Beach, Florida, invitation for bids were advertised in the "Legal Notices" section of the Palm Beach Post on **March 23 & 27, 2012**, to solicit sealed bids from qualified Suppliers of steel piling pertaining to the reconstruction of the City Marina. To provide additional exposure and to ensure maximum competition for the project, it was also advertised on the City's and Sea Diversified, Inc. internet webpage on **March 21, 2012**.

Bid proposals were publicly opened and announced on June 13, 2012 at 1:30 p.m. in the City's Council Chambers; three (3) steel suppliers provided a complete/responsive bid offer in accordance with the Base Bid Pricing Schedule. Bids ranged from \$770,974.00 to \$989,540.00 (Please refer to attached Bid Tabulation). Please note, Pipe & Piling Concrete USA Co., of St. Hubert, Quebec, bid was deemed non-responsive due to not providing a complete bid offer as requested in the Base Bid Pricing Schedule.

The apparent low bid (\$770,974.00) was submitted by Valiant Steel and Equipment, Inc., of Norcross, GA. After review, Valliant's bid submittal was determined to be non-qualified based on failure to fulfill the delivery schedule requirements established on Page Bid-2 of the Bid. (See Attached) The City has specific delivery time frames for the piles and meeting those deadlines are essential to the progression of the project as it relates to the coordination with dock installation Contractor and the Manufacturer of the floating dock systems.

The second lowest bid (\$858,794.50) was submitted by Florida Pipe & Steel, Inc. of West Palm Beach, Florida. The company has committed to an overall 18 day delivery schedule which is less than the maximum delivery time frame established in the Bid. Based upon its capacity to satisfy the delivery schedule established in the Bid, Florida Pipe & Steel Inc. has been determined to be the low responsive and responsible bidder.

Funding is available through several grants for this project, specifically, The Florida Inland Navigational District Construction grants 1 and 2 (balances \$409,439 and \$678,030 respectively), The FWCC Boating Infrastructure Grant Program (Balance \$1,645,825), and the Florida Boating Infrastructure Grant FBIP (award \$473,743).

Accordingly, staff recommends City Council award Bid No. 355-12 to low responsive and responsible bidder, Florida Pipe and Steel Inc., of West Palm Beach, Florida, to provide the steel pipe piling for the Riviera Beach Public Marina project.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING TWO YEAR MATERIALS AND SERVICE AGREEMENT WITH FLORIDA PIPE AND STEEL INC. OF WEST PALM BEACH FLORIDA AS THE SOURCE OF SUPPLY TO PROVIDE AND DELIVER STEEL PIPE PILINGS NEEDED FOR THE MARINA FLOATING DOCK INSTALLATION AS A RESULT OF THE SUBMISSION TO REQUEST FOR PROPOSAL NO. 355-12, IN AN AMOUNT NOT TO EXCEED \$945,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED MATERIALS AND SERVICE AGREEMENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Municipal Marina is undergoing a major renovation and reconstruction; and

WHEREAS, this project requires a supply of steel pipe pilings used to anchor the floating dock system; and

WHEREAS, consistent with the provisions of the City's Procurement Ordinance (2412), a Bid was publicly solicited for qualified Steel Pipe Piling manufacturers to furnish and deliver various sizes of steel pipe piling; and

WHEREAS, four (4) manufacturers responded to the Bid No. 355-12; and

WHEREAS, Florida Pipe and Steel Inc. of West Palm Beach FL, was evaluated as the most responsive and responsible bidder to provide steel pipe piling as identified in the City's bid specifications; and

WHEREAS, the City desires to award a two (2) year agreement, restricted by available funds, with Florida Pipe and Steel Inc., as the most responsive and responsible bidder in the amount not to exceed \$945,000.00 for phases one and two of the marina dock replacement project; and

WHEREAS, staff recommends City Council approve the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts staff's recommendation to award the agreement to Florida Pipe and Steel Inc. to provide and deliver steel pipe pilings needed for the marina floating dock installation, and authorizes the Mayor and City Clerk to execute the contract for same.

SECTION 2. The Interim Finance Director is authorized to appropriate funds from the Florida Inland Navigation District Construction Grant (1) 425-0000-575-2-6301, Florida Inland Navigation District Construction Grant (2) 425-0000-575-3-6301, the Boating Infrastructure Grant Program (BIG P) 128-0000-575-0-3103, and the Florida Boating Improvement Program 128-0000-575-1-6301, with the payment being made the same.

SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 10 percent (10%) of the total agreement award amount.

SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this _____ day of _____, 2012

RESOLUTION _____
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APPROVED:

THOMAS A. MASTERS
MAYOR

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAWN S. PARDO
CHAIR PRO TEM

JUDY L. DAVIS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

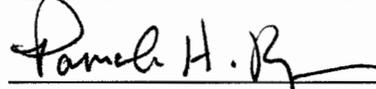
D. PARDO _____

J. DAVIS _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 6/19/12

PURCHASING DEPARTMENT INTER-DEPARTMENTAL COMMUNICATION

To: EDWIN LEGUE, MARINA DIRECTOR

From: BENJAMIN GUY, PURCHASING DIRECTOR

Date: JUNE 14, 2012

Subject: **AWARD RECOMMENDATION: BID NO. 355-12 SUPPLY OF PILING FOR
FIXED AND FLOATING DOCK SYSTEMS**

**Re: Award Recommendation: Bid No. 355-12 SUPPLY OF PILING FOR FIXED AND
FLOATING DOCK SYSTEMS**

In accordance with the City of Riviera Beach Procurement Code and technical specifications prepared by the City's consulting marine engineer, Sea Diversified, Inc., of Delray Beach, Florida, invitation for bids were advertised in the "Legal Notices" section of the Palm Beach Post on **May 23 & 27, 2012**, to solicit sealed bids from qualified suppliers of steel piling pertaining to the reconstruction of the City Marina. The steel pipe piles of varying lengths and diameters are to be used to anchor concrete and aluminum floating docks. The steel pipe piles will be purchased directly by the City and delivered to the Marina site in accordance with the delivery schedule established by the Contractor (Murphy Construction) in coordination with the manufacturer of the floating dock systems (Marinetek of North America).

To provide additional exposure and to ensure maximum competition for the project, it was also advertised on the City's and Sea Diversified, Inc. internet webpage on **May 21, 2012**.

Bid proposals were publicly opened and announced on June 13, 2012 at 1:30 p.m. in the City's Council Chambers; three (3) of the four (4) steel suppliers provided a complete offer of all bid line items in accordance with the Base Bid Pricing Schedule. Bids ranged from \$770,974.00 to \$989,540.00 (please refer to attached Bid Tabulation). Please note the offer submitted by Pipe & Piling Concrete USA Co., of St. Hubert, Quebec failed to provide a complete bid offer as requested in the Base Bid Pricing Schedule and therefore its offer was not considered for award.

The apparent low bid (\$770,974.00) was submitted by Valiant Steel and Equipment, Inc., of Norcross, GA. However, consistent with the terms of the Bid, Valliant's bid submittal has been determined to be non-qualified based upon its failure to fulfill the delivery schedule requirements established on Page -2 of the Bid. (See Attachment) The City has specific delivery time frames for the piles and meeting those deadlines are essential to the timely execution of the project and for ensuring the project is completed within approved grant funding deadlines.

RIVIERA BEACH, FLORIDA..."THE BEST WATERFRONT CITY IN WHICH TO LIVE, WORK, & PLAY"

ATTACHMENT 2

Page 2:

Award Recommendation: Bid No. 355-12 SUPPLY OF PILING FOR FIXED AND FLOATING DOCK SYSTEMS

The second lowest bid (\$858,794.50) was submitted by Florida Pipe & Steel, Inc. of West Palm Beach, Florida. The company has committed to an overall 18 day delivery schedule which is less than the maximum delivery time frame established in the Bid. Based upon its capacity to satisfy the delivery schedule established in the Bid, Florida Pipe & Steel Inc. has been determined to be the low responsive and responsible bidder.

Accordingly, the Purchasing Department recommends the contract be awarded to, the lowest responsive and responsible bidder, Florida Pipe & Steel, Inc. of West Palm Beach, Florida, in the amount of \$858,794.50.

Purchasing recommends that liquidated damages be stipulated in the "Materials and Supplies Contract" to incentivize delivery consistent with the materials delivery schedule committed to in the supplier's bid.

cc: William Saddler, Project Engineer
John Sprague, Consultant
Terrence Bailey, City Engineer
Purchasing File

RIVIERA BEACH, FLORIDA..."THE BEST WATERFRONT CITY IN WHICH TO LIVE, WORK, & PLAY"

ATTACHMENT 2

DESCRIPTION	ESTIMATED QUANTITY	VALMONT STEEL AND EQUIPMENT, INC. P.O. BOX 1027 MCCROSS, GA 30091	FLORIDA PIPE & STEEL, INC. 6685 FOREST HILL BLVD. WEST PALM BEACH, FL 33413	SUNSHINE PILING SUPPLY 1160 W 13TH STREET SUITE 2 RIVERA BEACH, FL 33404	PIPE & PILING CONCRETE USA CO. 5025 RAMSAY ST. HUBERT, LOUISIANA 71473
ALUMINUM ARTICULATING PIER PILES - BASE BID					
PHASE ONE: 1/2" X 8" BRW STEEL, PIPE PILE, 0.25 INCH WALL THICKNESS, GALVANIZED, COATED (UPPER 57) SINGLE END-PILED MAXIMUM	29	\$3,583.00 UNIT PRICE \$103,327.00 TOTAL	\$4,208 UNIT PRICE \$122,032.00 TOTAL	\$4,678.00 UNIT PRICE \$136,604.00 TOTAL	\$3,574.98 UNIT PRICE \$106,674.42 TOTAL
PHASE TWO: 1/2" X 8" BRW STEEL, PIPE PILE, 0.25 INCH WALL THICKNESS, GALVANIZED, COATED (UPPER 57) SINGLE END-PILED MAXIMUM	0	N/A	N/A	N/A	N/A
CONCRETE FLOATING FINGER/MAIN PIER PILES-BASE BID					
PHASE ONE: 2" X 16" BRW STEEL, PIPE PILE, 0.25 INCH WALL THICKNESS, GALVANIZED, COATED (UPPER 57) SINGLE END-PILED MAXIMUM	45	\$3,971.00 UNIT PRICE \$178,595.00 TOTAL	\$4,504.50 UNIT PRICE \$202,702.50 TOTAL	\$5,078.00 UNIT PRICE \$228,510.00 TOTAL	\$3,398.388 UNIT PRICE \$179,256.50 TOTAL
PHASE TWO: 2" X 16" BRW STEEL, PIPE PILE, 0.25 INCH WALL THICKNESS, GALVANIZED, COATED (UPPER 57) SINGLE END-PILED MAXIMUM	16	\$3,971.00 UNIT PRICE \$63,536.00 TOTAL	\$4,504.50 UNIT PRICE \$72,072.00 TOTAL	\$5,078.00 UNIT PRICE \$81,248.00 TOTAL	\$4,223.27 UNIT PRICE \$67,572.32 TOTAL
CONCRETE FLOATING BREAKWATER PILES- BASE BID					
PHASE ONE: 3/4" X 8" BRW STEEL, PIPE PILE, 0.25 INCH WALL THICKNESS, GALVANIZED, COATED (UPPER 57) SINGLE END-PILED MAXIMUM	67	\$5,188.00 UNIT PRICE \$298,716.00 TOTAL	\$5,534.00 UNIT PRICE \$371,138.00 TOTAL	\$6,636.00 UNIT PRICE \$378,252.00 TOTAL	N/A
PHASE TWO: 3/4" X 8" BRW STEEL, PIPE PILE, 0.25 INCH WALL THICKNESS, GALVANIZED, COATED (UPPER 57) SINGLE END-PILED MAXIMUM	25	\$5,188.00 UNIT PRICE \$298,716.00 TOTAL	\$5,534.00 UNIT PRICE \$140,850.00 TOTAL	\$6,636.00 UNIT PRICE \$165,900.00 TOTAL	N/A
TOTAL BASE BID		\$770,974.00	\$888,794.50	\$989,640.00	\$333,412.34
DELIVERY SCHEDULE FROM DATE OF ORDER					
ALUMINUM ARTICULATING PIER PILES-PHASE ONE ONLY		42 CALENDAR DAYS	18 CALENDAR DAYS	35 CALENDAR DAYS	90 CALENDAR DAYS
CONCRETE FLOATING FINGER/MAIN PIER PILES-PHASE ONE ONLY		42 CALENDAR DAYS	18 CALENDAR DAYS	35 CALENDAR DAYS	60 CALENDAR DAYS
CONCRETE FLOATING BREAKWATER PILES-PHASE ONE ONLY		42 CALENDAR DAYS	18 CALENDAR DAYS	35 CALENDAR DAYS	60 CALENDAR DAYS
ADDENDUM 1		NO	YES	YES	YES
REQUIRED FORMS		YES	YES	YES	YES
COMMENTS:		2% UPFRONT			DID NOT BID ON 3.0 CONCRETE FLOATING BREAKWATER PILES

MATERIALS AND/OR SERVICE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June, by and between **FLORIDA PIPE AND STEEL INC.**, hereinafter referred to as "**Independent Contractor**," whose mailing address is 6685 Forest Hill Blvd, Suite 207, West Palm Beach, Florida 33413 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, The City of Riviera Beach, posted an Invitation to Bid, to wit, Bid 355-12, hereinafter the "Bid" for Steel Pipe Pilings for the Floating Dock System, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful lowest, responsive and responsible bidder; and

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement 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.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of supplying steel pipe pilings of varying lengths and diameters for the anchor pile system for the new floating docks.
4. Delivery must be in accordance of the bid specification, namely page BID-2 and is also contained as Attachment "A" to this contract. Failure to deliver the piling in accordance with the necessary schedule could result in a penalty of not less than \$1,000.00 one thousand dollars per day. The City will allow up to (5) five days on either side of the delivery date provided no significant delays to the construction progress results.
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to five hundred dollars (\$500) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in accordance with the fee proposal, attached hereto as Attachment "B". The CITY will pay invoices presented by the Contractor after satisfactory delivery and inspection of the material and as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
7. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an attachment.
8. This Agreement may be terminated by either party with or without cause upon thirty days (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.
9. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the

work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

10. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

11. All of the supplies and services required hereunder shall be performed by the Independent 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.

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

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

14. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent 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 Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

15. Prior to execution of this Agreement by the City the Independent 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 Independent 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 Independent Contractor of its liability and obligations under this Agreement.

16. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

18. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

19. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

20. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

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

22. The Independent 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 Independent 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

23. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

24. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

25. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

26. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect 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 Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

27. The Independent 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 Agreement. 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 Independent 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.

28. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent 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.

29. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

30. 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.

31. All parties are responsible for their own attorney's fees, court cost, and expenses if an legal action or proceeding is brought for any dispute, disagreement or issue of construction, declaration, or interpretation arising hereunder whether relating to the Agreements execution, validity, the obligations provided therein, or performance of the Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

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

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

FLORIDA PIPE AND STEEL INC.

BY: _____
THOMAS A. MASTERS
MAYOR

BY: Vince Bianco
VINCE BIANCO
PRESIDENT

ATTEST:

(SEAL)

BY: _____
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: Pamela H. Ryan
PAMALA H. RYAN
CITY ATTORNEY

BY: Edwin C. Legue
EDWIN C. LEGUE
MARINA DIRECTOR

DATE: 6/18/12

ATTACHMENT "A"

The pile delivery schedule for Phase One of the project to be used for bid purposes only is as follows:

Aluminum Floating Articulating Finger Pier Piles:

- Type: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 26
- Required Pile Deliver Time Frame: First delivery by July 13, 2012 with full quantity on site by August 15, 2012

Aluminum Floating Water Taxi Dock:

- Type: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 3
- Required Pile Deliver Time Frame: Full quantity on site by July 13, 2012

Concrete Floating Main Docks and Finger Piers:

- Type: 20" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 45
- Required Pile Deliver Time Frame: First delivery by July 25, 2012, with 21 piles delivered by August 15, 2012, followed by bi-monthly deliveries and full quantity on site by September 25, 2012

Concrete Floating Breakwater:

- Type: 24" x 60' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') – single mid-weld maximum
- Estimated Quantity: 57
- Required Pile Deliver Time Frame: First delivery by July 13, 2012 , followed by bi-monthly deliveries with full quantity on site by August 15, 2012

Note that the Supplier must be able to perform in general accordance with the pile delivery time frames specified above. Suppliers that cannot commit to the required delivery schedules may be considered non-qualified for the project, at the discretion of the CITY.

Date: 6/12/12

Company: Florida Pipe & Steel, Inc.

Address: 6685 Forest Hill Blvd Suite 207 WPB, FL 33413

Contact: Vince Bianco

Signature of Authorized Officers: Vince Bianco

FLORIDA PIPE & STEEL, INC.
 6685 Forest Hill Blvd.
 Suite 207
 West Palm Beach, FL 33413

BID SCHEDULE
SUPPLY OF PILING FOR FIXED AND FLOATING DOCKS
CITY OF RIVIERA BEACH MUNICIPAL MARINA
INVITATION FOR BID NO. 355-12

BASE BID PRICING SCHEDULE - STEEL PIPE PILES

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNIT	TOTAL
1.0	ALUMINUM ARTICULATING PIER PILES - BASE BID PHASE ONE: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum PHASE TWO: 18" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum	29	\$ 4,208	EA	\$ 122,032.00
		0	—	EA	—
2.0	CONCRETE FLOATING FINGER / MAIN PIER PILES - BASE BID Phase One: 20" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum Phase Two: 20" x 55' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum	45	\$ 4,504.5	EA	\$ 202,702.50
		16	\$ 4,504.5	EA	\$ 72,072.00
3.0	CONCRETE FLOATING BREAKWATER PILES - BASE BID Phase One: 24" x 60' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum Phase Two: 24" x 60' ERW Steel Pipe Pile, 0.50 inch wall thickness, 50ksi min., Coated (upper 25') - single mid-weld maximum	57	\$ 5,634.0	EA	\$ 321,138.00
		25	\$ 5,634.00	EA	\$ 140,850.00

TOTAL BASE BID: \$ 858,794.50

TOTAL BASE BID IN WRITING:

Eight hundreded Fifty eight thousand seven hundred ninety four 59 XX

DELIVERY SCHEDULE FROM DATE OF ORDER

ALUMINUM ARTICULATING PIER PILES - PHASE ONE ONLY

CONCRETE FLOATING FINGER / MAIN PIER PILES - PHASE ONE ONLY

CONCRETE FLOATING BREAKWATER PILES - PHASE ONE ONLY

18 start Calendar Days *balance*
18 start Calendar Days
18 start Calendar Days

Note: Pile quantities are estimates and may vary from that depicted in the Schedule. Pile unit pricing shall be based on the estimated quantities provided and shall be valid up to a maximum deviation, greater or less, of 20%. Pile orders shall be based on actual quantities and the unit pricing provided by the Supplier.

Subject to prime sale 10/2/12

May 21, 2012 (Posted)