

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

MEETING DATE: November 2, 2011

AGENDA ITEM SUMMARY NO. I11-111-1

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

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

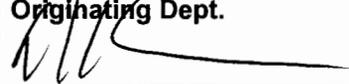
TITLE/SUBJECT: A resolution approving amendment No. 1 to the contract between the City of Riviera Beach and Target Engineering Group, Inc.; appropriating additional funds in the amount of \$346,981.16 for providing construction engineering and inspection services related to the State Road A1A Improvement project; authorizing the Finance Director to make payments and providing for an effective date.

RECOMMENDATION / MOTION: To approve the resolution.

| | | |
|------------------------------------|--------------------|-----|
| *Assistant City Manager | Library | N/A |
| *City Attorney <i>DHR 10/25/11</i> | Marina | N/A |
| *City Clerk <i>GA</i> | Police | N/A |
| Community Development | Public Works | N/A |
| *Finance <i>KAT</i> | Purchasing | N/A |
| Fire | Recreation & Parks | N/A |
| Human Resources | Utilities | N/A |

APPROVED BY CITY MANAGER: 

DATE: 10-25-11

| | | |
|--|---|--|
| Originating Dept.  | Costs: \$346,981 Current FY: 11-12 Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other: Paving and Drainage Street Improvement Funds Budget Account Number: 109-0716-541-3-6351 | City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____ |
| User Dept. Community Development | | |
| Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required | | Attachments: 1- Resolution 2- Estimated fee 3- Amendment No. 1 |

SUMMARY: The City has entered into an agreement with the Florida Department of Transportation to make improvements to State Road A1A between US Highway #1 and the Burnt Bridge. The City is responsible for preparation of plans and administering the construction work. Construction work began in July 2010 and Target Engineering Group, Inc. (TEG) was retained by the City to provide construction engineering and inspection services (CEI). This service was a requirement by the FDOT. In March 2011, the Contractor encountered numerous conflicts between the proposed street light poles, landscaping and existing water and sewer lines. The plans prepared by Jordan, Jones and Goulding (now Jacobs Engineering) did not show conflicts. In order to resolve the conflicts, plans needed to be modified which required additional labor and material. A change order was approved granting the contractor an additional 127 calendar days for the work under the revised plans and funds for additional materials and labor. The additional work that the Contractor must perform due to the inaccurate location of the water and sewer lines will also require additional inspections by the Target Engineering Group, Inc. The fee for this service is estimated at \$346,981.16. Staff requests that the City Council approve amendment No. 1 to the contract and additional funding from account number 109-0716-541-3-6351 for the CEI services by Target Engineering Group.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Amendment 001 West 23rd Street CDBG

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|--------------------------|----------------|-------------|-------------|-------|-------|
| Capital Expenditures | 346,981 | None | None | _____ | _____ |
| Operating Costs | None | None | None | _____ | _____ |
| External Revenues | None | None | None | _____ | _____ |
| Program Income (City) | None | None | None | _____ | _____ |
| In-Kind Match (City) | None | None | _____ | _____ | _____ |
| NET FISCAL IMPACT | 346,981 | None | None | _____ | _____ |

NO. ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund _____ Dept/Div. _____ Org. _____ Object _____

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 SR A1A Improvement account 109.

C. Departmental Fiscal Review: 

Mary McKinney, Dir. of Community Development

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:



 Finance Department

 Purchasing and Grants

B. Other Department Review:


 Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND TARGET ENGINEERING GROUP, INC.; APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$346,981.16 FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES RELATED TO THE STATE ROAD A1A IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO.1; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has entered into an agreement with the Florida Department of Transportation to resurface the pavement, install sidewalks, landscaping and decorative lighting on State Road A1A; and

WHEREAS, the City, under the said agreement, is responsible for preparing project construction plans and specifications, and management of the project; and

WHEREAS, on June 16, 2010, the City entered into a contract with Target Engineering Group, Inc. to provide construction engineering and inspection services for the SR A1A Improvement project;

WHEREAS, the proposed landscaping and lighting encountered conflicts with the existing water and sewer lines, which were not properly located on the construction plans;

WHEREAS, a time extension was granted to resolve the said conflicts which requires additional services by TEG.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Mayor and City Clerk are authorized to execute Amendment No.1 to the Agreement between the City and Target Engineering Group, Inc.

SECTION 2. Finance Director is authorized to appropriate funds in the amount of \$346,981.16 to cover the cost of additional construction engineering and inspection services by Target Engineering Group, Inc.

RESOLUTION NO. _____
PAGE -2-

SECTION 3. The Finance Director is authorized to make payment from account number 109-0716-541-3-6351.

SECTION 4. This resolution shall take effect immediately upon its passage.

(The remainder of this page is left blank intentionally)

RESOLUTION NO. _____
PAGE -3-

PASSED and APPROVED this _____ day of _____, 2011.

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

BILLIE E. BROOKS
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

B. BROOKS _____

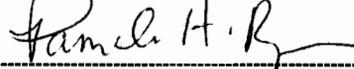
J. DAVIS _____

C. THOMAS _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/11

**Amendment #1
CEI Services for SR AIA from US 1 to Burnt Bridge
FM No 42032515801**

The contract between City of Riviera Beach and Target Engineering Group, Inc., dated June 16, 2010 is hereby amended as follow;

Article 2 – Schedule: The Consultant shall commence services on June 28, 2010 and complete all services by December 30, 2012.

TARGET ENGINEERING GROUP INC.



Asem "Sam" Al-Turk, PE
Regional Vice President / Senior Project Engineer

CITY OF RIVIERA BEACH

BY: _____
**THOMAS A. MASTERS
MAYOR**

ATTEST:

BY: _____
**CARRIE E. WARD, MMC
CITY CLERK**

DATE: _____



155 E Blue Heron Blvd.
Suite 402,
Riviera Beach, Florida 33404
Phone: (561) 939-3389

TARGET ENGINEERING GROUP, INC.

L. John Samadi, P.E. Project Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

September 19, 2011

**RE: SR A1A (east Blue Heron Blvd. & N Ocean Drive)
Financial Project Id 420325-1-58-01
Federal Project Nos. SFTL 173R; S104 002R
S137 003R & ARRA 027B – Stimulus
Request for Additional CEI Services and Fee Proposal**

Dear Mr. Samadi,

Please find attached our request for time extension and fee proposal to provide continued CEI services in accordance with the above project. This proposal is being submitted in conjunction with H&J Contracting, Inc's (H&J) Change Order # 17, which provides for additional cost associated with the forty three (43) spread footers and adds contract time (127 days) to the original contract.

Our estimate is based on 127 days (4.2months) for the utility conflict on Blue Heron, plus 1 month for closing out the project, plus 3 weeks for the anticipated delay on the bridge.

If you have any questions please let me know.

Sincerely,

Asem Al-Turk, P.E.
Senior Project Engineer/RVP
Target Engineering Group
155 Blue Heron Blvd.
Suite 402
Riviera Beach, FL 33404

FEE CALCULATION

Updated
Info

Basic Services

| CONSULTANT | | TOTALS |
|---------------------------------------|--------|----------------------|
| <u>Target Engineering Group, Inc.</u> | | |
| Labor(Unloaded) | | \$ 140,297.01 |
| Overhead % | 91.94% | \$ 128,989.07 |
| Operating Margin % | 30.00% | \$ 42,089.10 |
| FCCM % | 0.049% | \$ 68.75 |
| Expense % | 25.33% | \$ 35,537.23 |
| Loaded | | |
| Premium O/T | | \$ - |
| Other Expense | | |
| TOTAL: | | \$ 346,981.16 |

RESOLUTION NO. 68-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH TARGET ENGINEERING GROUP, INC. FOR PROVIDING CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE STATE ROAD A1A IMPROVEMENT PROJECT; AUTHORIZING FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City solicited Statement of Qualification for providing Construction Engineering and Inspection Services (CEI) on State Road A1A project in accordance with the State of Florida "Consultants Competitive Negotiation Act", F.S. 287.055; and

WHEREAS, Target Engineering Group, Inc. was selected as the top ranked firm to provide CEI services for SR A1A project; and

WHEREAS, the Florida Department of Transportation has reviewed the proposal by Target Engineering Group and recommends approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Mayor and City Clerk are authorized to execute a contract with Target Engineering Group, Inc. for providing CEI services for the State Road A1A project for an estimated amount of \$921,742.12.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to make payment for same from the following account numbers:

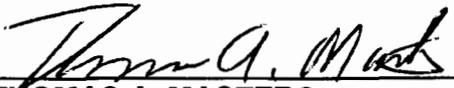
| | |
|---------------------|-----------|
| 109-0716-541-0-3101 | \$847,742 |
| 412-1438-535-0-6351 | \$74,000 |

SECTION 4. This resolution shall become effective upon its passage by the City Council.

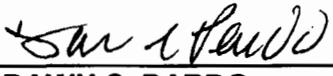
PASSED AND APPROVED THIS _____ DAY OF _____, 2010.

RESOLUTION NO. 68-10
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

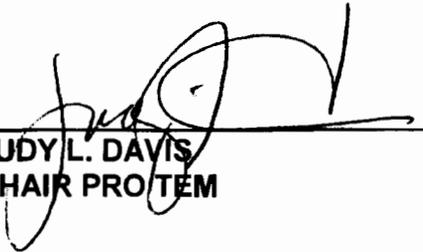


DAWN S. PARDO
CHAIRPERSON

ATTEST:

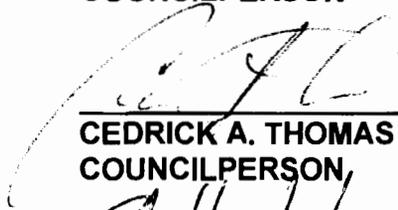


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

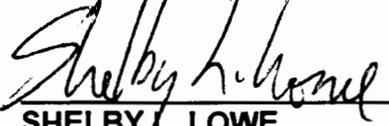


JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: C. Thomas

D. PARDO aye

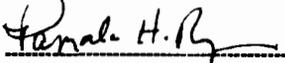
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/9/10

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of this 16 day of June, 2010, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Target Engineering Group, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0897965.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of construction engineering and inspection (CEI) for State Road A1A, from US Highway 1 to Burnt Bridge, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Lal John Samadi, P.E., Consulting Engineer, telephone number 561-845-4061.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on June 28, 2010 and complete all services by December 30, 2011.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to

the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY 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. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT 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 CONSULTANT'S most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT 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 CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by

the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves 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 CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT 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 CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 - M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. Proposers are hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONSULTANT further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT 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 CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract plus two (2) years after completion, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT 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 with \$2,000,000 aggregate annually to protect the CONSULTANT 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 CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of

\$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT 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 CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, 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 CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT 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 CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - 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 in Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'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 CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the

CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT 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 are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. 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/agreement.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT 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 consultant 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 CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. 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 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

The CITY and the CONSULTANT 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 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

(The remainder of this page is left blank intentionally.)

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT 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, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration 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 25 - AUTHORITY TO PRACTICE

The CONSULTANT 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 CITY'S representative upon request.

The CONSULTANT 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 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

L. John Samadi, P.E., Project Manager
City of Riviera Beach
Community Development Department
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Ramzi Asfour, P.E., Executive Vice President
Target Engineering Group, Inc.
8095 NW 12 Street, Suite 105
Miami, FL. 33126

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT 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 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'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 CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT 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 CONSULTANT shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

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

ARTICLE 33 - 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 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT 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, Ramzi Asfour, P.E. hereby represents to the CITY that he 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 38 - 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 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The Contract consists of this contract, attachments A and B, a set of plans and specifications for SR A1A Improvement project. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict between this Contract and ____ (no other), 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 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 41 - 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 42 – 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 43 - 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 CITY which lien is not satisfied,

discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;

b. The filing of any judgment lien against the assets of the CONSULTANT 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 CONSULTANT; or

c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT'S property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

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

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.

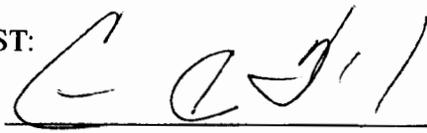
CITY OF RIVIERA BEACH

TARGET ENGINEERING GROUP, INC.

BY: 
THOMAS A. MASTERS
MAYOR

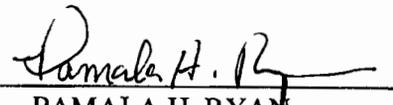
BY: 
RAMZI ASFOUR, P.E.
EXECUTIVE VICE PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
DEPARTMENT DIRECTOR
MARY MCKINNEY, DIRECTOR

DATE: 0/16/10

TEG Contract Tasks

Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed.

Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department and City staff, and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities.

Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.

Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts.

Maintain a website linked to the City of Riviera Beach website and provide current and accurate information.

Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to make and record measurements necessary to calculate and document quantities for pay items, make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and perform incidental engineering surveys.

On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Department will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures.

Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

PRODUCTION

CREATIVE TABLES



FEE SUMMARY

CONTRACT DETAIL

CONSULTANT CONTRACT TOTALS

Target Engineering Group, Inc.

| | | |
|--------------------|--------|---------------|
| Labor(Unloaded) | | \$ 320,495.87 |
| Overhead % | 91.94% | \$ 294,663.90 |
| Operating Margin % | 30.00% | \$ 96,148.76 |
| FCCM % | 0.049% | \$ 157.04 |
| Loaded | | |
| Premium O/T | | \$ - |
| Expense % | 25.33% | \$ 81,181.60 |
| Other Expense | | |
| CONSULTANT COST: | | \$ 792,647.17 |

SUBCONSULTANTS

| | |
|--|-----------|
| Basic Services : Creative Engineering Group, Inc. | 84,894.95 |
| Expenses : Target Engineering Group, Inc. | 34,200.00 |
| Geotechnical Services : Target Engineering Group, Inc. | 10,000.00 |

921,742.12

ESTIMATE OF WORK EFFORT / SCHEDULE OF EVENTS

Letting Date: 4/18/2010
 CEI Start Date: 6/1/2010
 CEI End Date: 11/23/2011
 Total Duration (days): 540
 Calendar Months: 18.0

| Staff - (cal days) | 2010 | | | | | | | | | | | | 2011 | | | | | TOTAL | | | | |
|-----------------------------|------|-----|------|------|------|------|------|------|------|------|------|------|------|------|-----|------|------|-------|------|------|------|---------|
| | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | MM | MM | |
| Senior Project Engineer | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 1.5 | 247.5 |
| Project Administrator | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 13.8 | 2277 |
| Contract Support Specialist | 0.2 | 0.5 | 0.5 | 0.5 | 0.5 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0.5 | 0.5 | 0.5 | 0.5 | 14.7 | 2425.5 |
| RCS | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 9.5 | 1567.5 |
| Sr-Bridge/Railway Inspector | 0 | 0.5 | 0.5 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0.5 | 0.5 | 0.5 | 0.5 | 15.5 | 2577.5 |
| Bridge/Railway Inspector | 0 | 0 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 7.8 | 1254 |
| PIC | 0 | 0 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.2 | 0.2 | 0.2 | 0.2 | 0 | 0 | 3.45 | 569.25 |
| subtotal | 0.9 | 1.8 | 2.55 | 3.05 | 3.35 | 4.35 | 4.35 | 4.35 | 4.35 | 4.35 | 4.35 | 4.35 | 4.35 | 4.3 | 4.3 | 4.3 | 4.25 | 2.45 | 2.1 | 2.2 | 65.9 | 10873.5 |



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Miami-Dade

Ramzi Asfour, P.E. being first duly sworn, disposes and says that:
(Name/s)

1. They are Exec. Vice President (Title) of Target Engineering Group, Inc. (Name of Company), the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Riviera Beach or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Ramzi Asfour
Signed

Executive Vice President
Title

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me this 21st day of May 2010.
by: Ramzi B. Asfour who is personally known to me or who has produced
as identification and who did (did not) take an oath.

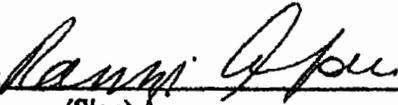


Melissa Suarez
Notary (sign & stamp Commission No.)

BUY AMERICA CERTIFICATE OF COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Target Engineering Group, Inc.

Authorized By:  Ramzi Asfour, P.E.
(Sign) (Print Name)

Title: Executive Vice President Date: May 21, 2010

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

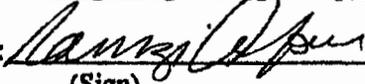
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: Target Engineering Group, Inc.

Authorized By:  Ramzi Asfour, P.E.
(Sign) (Print Name)

Title: Executive Vice President Date: May 21, 2010

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Target Engineering Group, Inc.

Authorized By:  Ramzi Asfour, P.E.
(Sign) (Print Name)

Title: Executive Vice President Date: May 21, 2010

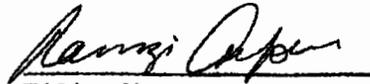
DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Target Engineering Group, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Bidders Signature

May 21, 2010
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT
LOCAL AGENCY PROGRAM

FD-350-12
 EQUAL OPPORTUNITY OFFICE
 9/92

| | | | | | | | |
|--|-----------------------------|---|---|---|--|--------------------------------------|--|
| 1. FOOT LAP AGREEMENTS | | 2. FOOT LAP AGREEMENT AMOUNT | | 3. LOCAL AGENCY CONTRACT NUMBER | | 4. LOCAL AGENCY NAME | |
| 420325-1-58-01 | | \$921,742.12 | | | | City of Riviera Beach | |
| 5. PRIME CONTRACTOR NAME | | | | 6. FPO NUMBER (PRIME CONTRACTOR) | | | |
| Target Engineering Group, Inc. | | | | 65-0897965 | | | |
| 7. CONTRACT DOLLAR AMOUNT | | | | 8. FPO NUMBER (LOCAL AGENCY) | | | |
| \$921,742.12 | | | | | | | |
| 9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE) | | | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | | 10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> OTHER _____ | | |
| 11. REVISION (DATE) _____ IF YES, REVISIONS _____ | | | | | | | |
| 12. ANTICIPATED DBE SUBCONTRACTS (BELOW): | | | | | | | |
| DBE SUBCONTRACTOR OR SUPPLIER | | TYPE OF WORK/SPECIALTY | | DOLLAR AMOUNT | | PERCENT OF CONTRACT DOLLARS | |
| A Creative Engineering Group, Inc. | | CEI | | \$84,894.95 | | 9.2% | |
| B | | | | | | | |
| C | | | | | | | |
| D | | | | | | | |
| E | | | | | | | |
| F | | | | DBE TOTAL DOLLARS TO AREA | | DBE TOTAL PERCENT OF CONTRACT | |
| | | | | \$84,894.95 | | 9.2% | |
| SECTION TO BE FILLED BY PRIME CONTRACTOR | | | | | | | |
| 13. NAME OF SUBMITTER | | | 14. DATE | | 15. TITLE OF SUBMITTER | | |
| Ramzi Asfour, P.E. | | | 5/21/10 | | Executive Vice President | | |
| 16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER | | | | 17. FAX NUMBER | | 18. PHONE NUMBER | |
| ramzi@targetengineering.com | | | | 305-436-8885 | | 305-436-8877 | |
| SECTION TO BE FILLED BY LOCAL AGENCY | | | | | | | |
| 19. SUBMITTED BY | | | 20. DATE | | 21. TITLE OF SUBMITTER | | |
| | | | | | | | |
| 22. EMAIL ADDRESS OF SUBMITTER | | | | 23. FAX NUMBER | | 24. PHONE NUMBER | |
| | | | | | | | |
| <p>NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FOOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FOOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.</p> | | | | | | | |
| THE FOLLOWING SECTIONS ARE FOR FOOT LAP COORDINATOR USE | | | | | | | |
| DBE | LAP COORDINATOR NAME | DISTRICT OFFICE (ELECTRONICALLY) | EXECUTED DATE (LAP AGREEMENT) | EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME) | PRECON CONF DATE | | |
| | | | | | | | |

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2010

PRODUCER (305)822-7800 FAX 305-362-2443
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315
Oralda Gonzalez Ext 159 zgonzalez@cafd.com

INSURED Target Engineering Group, Inc.
8095 NW 12th Street
Suite 105
Miami, FL 33126

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | | NAIC # |
|--|--|--------|
| INSURER A: Phoenix Insurance Company A+ XV | | 25623 |
| INSURER B: Travelers Indemnity Co A+ XV | | 25620 |
| INSURER C: Catlin Insurance Co A XV | | 19518 |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INBR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------------|--|---------------|------------------------------------|-------------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOG | 6601379N83A | 02/15/2010 | 02/15/2011 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Uninsured Motorist | BA3498N794 | 02/15/2010 | 02/15/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | CUP2266T738 | 02/15/2010 | 02/15/2011 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below | UB2266T787 | 02/15/2010 | 02/15/2011 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | OTHER Professional Liability Claims-Made Form RETRO DATE: 11/10/1999 | AED975701010 | 10/19/2009 | 10/19/2010 | \$3,000,000 Each Claim \$5,000,000 Annual Aggregate \$100,000 Deductible Each Claim |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Construction Engineering Inspection (CEI) AIA - Project RFP 257-10

The City of Riviera Beach and the Florida Department of Transportation are additional insured on the General Liability coverage, excluding professional services.

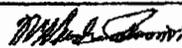
CERTIFICATE HOLDER

City of Riviera Beach
600 West Blue Heron Blvd
Riviera Beach, FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Meade Collinsworth/ANGIE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MEMORANDUM

APRIL 23, 2010

TO: MARY MCKINNEY, COMMUNITY DEVELOPMENT DIRECTOR

FROM: BENJAMIN GUY, PURCHASING DIRECTOR

**RE: EVALUATION COMMITTEE RECOMMENDATION: RFP 257-10
CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR STATE
ROAD A1A IMPROVEMENTS**

On April 09, 2010, an evaluation committee consisting of the City of Riviera Beach Consulting Engineer, Utility District Engineer, Public Works Director, the Purchasing Director and the Assistant Finance Director convened to review and discuss the responses to the City's RFP for construction engineering inspection services for SR A1A improvements.

Consistent with the requirements of Florida Statute 287.055, these firms were evaluated and ranked based on the criteria established in the City's RFP which included the following considerations:

-
1. **Team Professional Abilities**
 2. **Team Individual Accreditation**
 3. **Past Performance relative to Construction Engineering Inspection Services**
 4. **Certified Minority Business**
 5. **Location**
 6. **Recent, current & projected workloads**
 7. **Willingness to meet time & budget requirements**
 8. **Volume of work previously awarded by City**
-

After committee members had an opportunity to review each of the nine (9) proposals received, committee members met to discuss the particulars of each of the nine (9) written submittals received in response to the City's public solicitation. Committee members shared their observations and impressions of the written responses and scored each in accordance with their understanding of the evaluation criteria established in the City's public solicitation.

Scores for written presentations were tallied by the Purchasing Department and based upon a measure of average scores, the following firms were short-listed:

- **Target Engineering Group, Inc.**
- **PBS & J**
- **Consul-Tech Enterprises, Inc.**
- **GBF Engineering, Inc.**

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**EVALUATION COMMITTEE RECOMMENDATION: RFP 257-10, CONSTRUCTION
ENGINEERING INSPECTION SERVICES FOR STATE ROAD A1A IMPROVEMENTS**

On April 20, 2010, the four (4) short-listed firms were invited to give oral presentations before the committee to discuss **their approach to the assignment; experience with similar projects; qualifications of staff; and availability to perform the work.**

Committee members evaluated each oral presentation and scored each according to **interaction, presentation ability and ability to communicate technical information.** Finally, total average scores for both written proposals and oral presentations were combined and tallied for the four (4) short-listed firms. Accordingly, the committee ranks the short-listed firms as follows:

1. **Target Engineering Group, Inc.**
2. **Consul-Tech Enterprises, Inc.**
3. **PBS & J**
4. **GBF Engineering, Inc.**

Although Consul-Tech Enterprises, Inc., PBS & J and GBF Engineering, Inc. are each qualified to provide the required services, the Committee's consensus scoring rates Target Engineering Group, Inc. as the top ranked firm to provide the services identified in the City's RFP.

Accordingly, and consistent with the requirements of Florida Statue 287.055 (5) (a) – (c) it is the consensus recommendation of the evaluation committee that the top ranked firm of Target Engineering Group, Inc. of Palm Beach Gardens, Florida be recommended to the City Council to provide construction engineering inspection services for SR A1A Improvements.

Cc:
Ruth Jones, City Manager
Asst. City Manager, Paul White
Evaluation Committee Members
Purchasing File

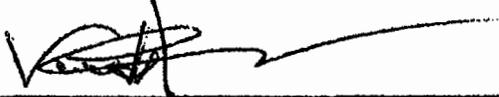
PAGE 3

**EVALUATION COMMITTEE RECOMMEDATION: RFP 257-10, CONSTRUCTION
ENGINEERING INSPECTION SERVICES FOR STATE ROAD A1A IMPROVEMENTS**

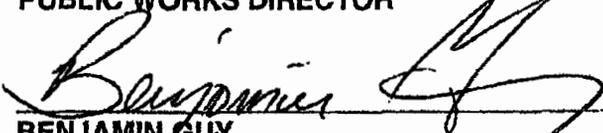
COMMITTEE MEMBERS



**LAL "JOHN" SAMADI
CONSULTING CITY ENGINEER**



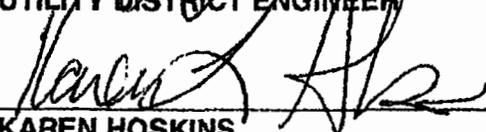
**VINCENT AKHIMIE
PUBLIC WORKS DIRECTOR**



**BENJAMIN GUY
PURCHASING DIRECTOR**



**MARIO LOAIZA
UTILITY DISTRICT ENGINEER**



**KAREN HOSKINS
ASSISTANT FINANCE DIRECTOR**

