

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

MEETING DATE: NOVEMBER 17, 2010

AGENDA ITEM SUMMARY NO. B10-112-1

- | | |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input checked="" type="checkbox"/> REGULAR |
| <input type="checkbox"/> CONSENT | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BOARD APPOINTMENT |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING | <input type="checkbox"/> WORKSHOP |

TITLE/SUBJECT: Coastal Engineering Contracts for Marina Improvements

RECOMMENDATION / MOTION: Staff recommends that the Council approve a resolution authorizing the Mayor and City Clerk to execute a one year continuing contract with the first ranked firm, Sea Diversified of Delray Beach, Florida and the second ranked firm, Applied Technology and Management (ATM) of West Palm Beach, Florida. These firms were selected by an evaluation committee as the top two ranked firms respectively, to provide Professional Marine/Coastal Engineering Services for the improvements to the Riviera Beach Municipal Marina as identified in the City's RFQ; authorizing the Interim Finance Director to make payments from the appropriate accounts and providing an effective date.

DEPARTMENTAL APPROVAL REVIEW & DATE

Assistant City Manager <i>AS 11/15/10</i>	Library
• City Attorney <i>PHC 11/15/10</i>	• Marina <i>D</i>
City Clerk <i>CA</i>	Police
• Community Development <i>MMK 11-15-10</i>	• Public Works <i>PHC 11-15-10</i>
• Finance Director <i>PHC 11/12/10</i>	• Purchasing <i>PHC 11-15-10</i>
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Systems	Other

APPROVED BY CITY MANAGER *Ruth C. Jones* **DATE:** *11/15/10*

Originator: <i>[Signature]</i>	Costs:	City/Council Actions:
Marina	Current FY: <u>2010-2011</u>	<input type="checkbox"/> Approved
User:	Funding Source:	<input type="checkbox"/> Approved w/conditions
City	<input type="checkbox"/> Capital Improvement	<input type="checkbox"/> Denied _____
Advertised:	<input type="checkbox"/> Operating	<input type="checkbox"/> Tabled to _____
Date: September 22, 2010	<input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Referred to staff _____
Paper: The Palm Beach Post	Budget Account Number:	Attachments:
<input checked="" type="checkbox"/> Required	PalM Beach County Water	1. Resolution
<input type="checkbox"/> Not Required	Access Grant & F.I.N.D.	2. Contracts
Affected Parties		3. Committee Report/ Recommendation
<input checked="" type="checkbox"/> Notified		4. RFQ 286-10
<input type="checkbox"/> Not Required		

Item No. 10

SUMMARY: These continuing service contracts will allow the City to move forward with the redevelopment of the marina, the development of preliminary/final bulkhead design, final dock layout and dock specifications and engineering for upland master plans, specifically the infrastructure corridors to support the new dock and bulkhead layout. Both the Palm Beach County Water Access grant and the F.I.N.D. grant are time sensitive. In the case of the Palm Beach County Grant, the construction project must be substantially completed by October 2011 and the F.I.N.D. grant requires the project (engineering and design), be completed on or before September 1, 2011. The issuance of these contracts will provide basic engineering services for final engineering and design as well as engineering services during construction.

BACKGROUND: In accordance with the City of Riviera Beach Procurement Code (Ordinance 2412) and consistent with **Florida Statute 287.055** a Request for Qualifications (RFQ) was advertised in the "Legal Notices" section of the Palm Beach Post on **September 22, 2010** to solicit qualified firms to provide Professional Marine /Coastal Engineering Consulting Services for Improvements to the City of Riviera Beach Marina.

On October 14, 25 and 26, 2010, an evaluation committee consisting of the City of Riviera Beach Municipal Marina Director, Interim Public Works Director, Utility District Engineer, and two outside Consultants convened to review and discuss the responses to the city's RFQ for Professional Marine /Coastal Engineering Consulting Services for improvements to the City Marina.

Consistent with the requirements of **Florida statute 287.055**, the consultant competitive negotiation at these firms were evaluated and ranked based on the criteria established in the city's RFQ which included the following considerations:

1. **DEMONSTRATED CAPACITY TO COMPLETE PROJECTS ON TIME AND WITHIN BUDGET CONSTRAINTS.**
2. **QUALITY AND EXTENT OF PRIOR EXPERIENCE WITH SIMILAR ASSIGNMENTS/PROJECTS AND RELATED SERVICES WITHIN LAST FIVE (5) YEARS.**
3. **AVAILABILITY, EDUCATION AND EXPERIENCE OF STAFF TO BE ASSIGNED TO PERFORM REQUIRED ASSIGNMENTS.**
4. **MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION GOAL ACHIEVED.**
5. **LOCATION OF FIRM.**

Scores for written presentations were tallied by the purchasing department and based upon a measure of average scores, the following firms were short listed.

FIRM	RANKING	TOTAL AVERAGE SCORE OUT OF 90 POINTS
SEA DIVERSIFIED	1	77.8
COASTAL PLANNING AND ENGINEERING, INC.	2	67.2
APPLIED TECHNOLOGY & MGMT, INC.	3	67.2
TAYLOR ENGINEERING INC.	4	65

On November 1, 2010, the four (4) short-listed firms were invited to give oral presentations before the Committee to discuss their method and approach to quality control and the fast tracking of assigned tasks, prior experience with public-sector clients and processes/methods for successful execution of similar assignments, availability of firm and financial capacity,

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

FIRM	RANKING	TOTAL OVERALL AVERAGE SCORE Including oral interviews out of 115 points
SEA DIVERSIFIED	1	97.4
APPLIED TECHNOLOGY & MANAGEMENT INC.	2	87.4
TAYLOR ENGINEERING INC.	3	86.6
COASTAL PLANNING AND ENGINEERING, INC.	4	83.4

Although Taylor Engineering Inc. and Coastal Planning and Engineering Inc. are each qualified to provide the required services, the committee's consensus scoring rates Sea Diversified and Applied Technology and Management (ATM) as the top two ranked firms to provide the services identified in the City's RFQ.

Sea Diversified, a privately owned and operated multi-disciplinary marine/coastal engineering business is based in of Delray Beach, Florida. The firm has substantial experience in providing the types of services required by the city for Riviera Beach Marina.

The second rated firm, Applied Technology & Management, has provided design services for new construction and renovation of twenty-five marina projects in the state of Florida, four of which are in Palm Beach County and three which are municipal Marinas; Town of Palm Beach docks, Boynton Beach Marina and Lake Park Marina.

Accordingly, it is the majority consensus of the evaluation committee that the top ranked vendor, Sea Diversified of Delray Beach and the second ranked vendor Applied Technology & Management Inc. of West Palm Beach, Florida be recommended to provide Professional Marine /Coastal Engineering Consulting Services for improvements to the City of Riviera Beach Marina.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ONE YEAR CONTRACT WITH THE FIRST RANKED FIRM SEA DIVERSIFIED OF DELRAY BEACH, FLORIDA AND THE SECOND RANKED FIRM APPLIED TECHNOLOGY & MANAGEMENT OF WEST PALM BEACH, FLORIDA, COMMENCING NOVEMBER 17, 2010 AND ENDING NOVEMBER 16, 2011 WITH RENEWAL OPTIONS FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS, TO PROVIDE PROFESSIONAL MARINE /COASTAL ENGINEERING CONSULTING SERVICES FOR IMPROVEMENTS TO THE RIVIERA BEACH MARINA; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), staff solicited Request for Qualifications for Professional Marine /Coastal Engineering Consulting Services for Improvements to the City of Riviera Beach Marina; and

WHEREAS, the selection committee short-listed four (4) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066) namely: Sea Diversified, Applied Technology & Management Inc., Taylor Engineering Inc., Coastal planning & Engineering, Inc.; and

WHEREAS, Sea Diversified of Delray Beach, Florida was selected as the number one ranked firm and Applied Technology & Management Inc., of West Palm Beach, Florida was selected as the number two ranked firm to provide the services identified in the City Request for Qualifications; and

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

SECTION 1: The contracts between the City of Riviera Beach and Sea Diversified of Delray Beach, Florida and Applied Technology & Management Inc., of West Palm Beach are approved.

SECTION 2: That the City Council authorizes the Mayor and City Clerk to execute the contract with Sea Diversified and with Applied Technology & Management Inc., to provide Professional Marine /Coastal Engineering Consulting Services for Improvements to the City of Riviera Beach Marina.

SECTION 3. The City Council authorizes automatic renewal of the agreement for two additional twelve month periods, as set forth in the agreement; unless and until the City Manager exercises the 30 days notice termination provision.

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

PASSED AND APPROVED this _____ day of _____, 2010.

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: _____

SECONDED BY: _____

C. THOMAS _____

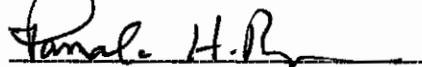
D. PARDO _____

J. DAVIS _____

B. BROOKS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/15/10

**CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH
AND
APPLIED TECHNOLOGY & MANAGEMENT (ATM)
FOR
PROFESSIONAL MARINE /COASTAL ENGINEERING CONSULTING SERVICES FOR
IMPROVEMENTS TO THE RIVIERA BEACH MARINA**

THIS CONTINUING CONTRACT is entered into this _____ day of _____, 2010, between the City of Riviera Beach, Florida, (hereinafter referred to as "CITY") and APPLIED TECHNOLOGY & MANAGEMENT, a Florida Corporation whose office is in West Palm Beach, Florida and whose Federal Identification number is 59-2413268 (hereinafter referred to as "ENGINEER").

WHEREAS, it has been determined that it is advisable and desirable to employ a regionally recognized firm of coastal engineers having special and broad experience in the desired fields for the purpose of providing professional Marine/Coastal engineering planning and design services required in conjunction with the improvements to the City of Riviera Beach Marina, to perform assessments, investigations, geotechnical and environmental studies and testing, preparing reports, preliminary drawings, design, detailed drawings and bid specifications, planning, project management services during construction and frequent consultation with CITY'S personnel; and

WHEREAS, the CITY, in accordance with the Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act, has selected the ENGINEER to be one of the two most qualified firms; and

WHEREAS, the CITY is now desirous of contracting with ENGINEER to provide continuing professional engineering services as set forth herein.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, Contracts, and benefits herein contained, the parties hereto mutually understand and agree as follows:

ARTICLE 1 – BASIC SERVICES OF ENGINEER

ENGINEER shall serve as one of the CITY'S professional engineer and planning representative in those phases of all projects to which this CONTRACT applies, and will give consultation and advice to the CITY during the performance of its services.

- A. General Project Development - ENGINEER shall perform professional services as hereinafter provided which include Coastal, civil, structural, mechanical and electrical engineering, architectural and other services in conjunction with the improvements to the City of Riviera Beach Municipal Marina and projects as assigned by CITY. Such services include, but are not limited to: (1) the preparation of construction plans and specifications; (2) providing engineering services during construction; (3) providing studies, investigations, and consultation as requested by staff; (4) the preparation of grant and permit applications and representation before all applicable governing and regulatory agencies; (5) and providing monthly status reports for Projects.

In the event, that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the ENGINEER shall submit to the CITY, for its approval, a detailed Scope of Service with an hourly staff rate estimate for each portion of the scope. The ENGINEER'S Lump Sum Fee shall be determined based on the actual hourly labor rates of the ENGINEER'S employees as indicated in Exhibit "2".

B. Definitions Index - For the purpose of this CONTRACT, the following terms are defined as indicated in the sections below:

TERM PARAGRAPH	ARTICLE	SECTION	
Record Drawing	2	(A)	(11)
CITY'S Representative	3	(H)	—
Payroll Costs	5	(D)	—
Reimbursable Expenses	5	(E)	—
Opinion of Probable Project Cost	45	—	—

C. Study and Report Phase - After written authorization to proceed, ENGINEER shall:

1. Consult with CITY to determine its requirements for a Project and review available data.
2. Advise CITY as to the necessity of the CITY providing or obtaining from others data or services of the types described in Article 3(C) and act as CITY'S representative in connection with any such services.
3. Provide special analyses of CITY'S needs, planning surveys, site elevations and comparative studies of prospective sites and solutions.
4. Provide general economic analysis of CITY'S requirements applicable to various alternatives.
5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to CITY, and setting forth ENGINEER'S findings and recommendations with opinions of probable costs.
6. Furnish seven (7) copies of the Report and present and review it, in person, with CITY representatives.

D. Preliminary Design Phase - After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1. In consultation with CITY and on the basis of the accepted Report, determine the Scope of a Project.
2. Conduct additional sight investigations and surveys as required for design including but not limited to bathymetric/ topographic surveys, current and wave studies, geotechnical investigations and above and below water inspections of existing structures.

3. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Meet with City representatives to discuss product selection alternatives including but not limited to floating and fixed docks, pilings, seawalls, utilities and other dock features and marina amenities.
4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for each Project including construction cost, contingencies, compensation for all professionals and engineers, cost of land, rights-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
5. Furnish seven (7) copies of the above preliminary design documents and present and review them in person with CITY representatives.
6. Furnish copies and solicit review comments from interested governmental and regulatory agencies and utility companies.

E. Final Design Phase - After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by Contractors on the Project (hereinafter called "Drawings"), and Specifications.
2. Furnish to CITY such documents and design data as may be required for, and prepare the required documents so that CITY may obtain approvals of such governmental authorities as having jurisdiction over design criteria applicable to each Project, and assume engineering responsibility in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Advise CITY of any adjustments to its latest opinion of probable Project Cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of the other related documents. As an option, prepare separate Request for Proposal (RFP) documents to assist with the evaluation and pre-selection of the floating dock system manufacture.
5. Prepare routine application for approvals and permits from all governmental authorities having jurisdiction over each project and from others as may be necessary for completion and operation of each project. However, ENGINEER upon certification to the CITY that the application or permit is not routine, may have this service be considered as additional service. This shall include the furnishing of back-up data as required during the various permit application procedures.
6. Furnish seven (7) copies of the above mentioned documents and present and review them in person with CITY representatives.

F. Bidding or Negotiating Phase - Obtain bids from each separate prime Contract for construction or equipment.

1. Consult with and advise CITY as to the acceptability of subcontractors, product suppliers and other persons and organizations proposed by the prime Contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.
2. Consult with and advise CITY as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.
3. Coordinate and participate in pre-bid meetings and presentations by product manufacturers to assist the City with the bidding process.
4. Evaluate bids and assemble Contract Documents and recommend to CITY award of Contracts, and participate in presentation to CITY Council and other appropriate authorities as necessary.

G. Engineering Services During Construction Phase

During Construction Phase, ENGINEER shall perform the following services by the ENGINEER'S design office staff and qualified design professionals:

1. Consult with and advise CITY and act as its representative. All of CITY'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of CITY except as otherwise provided in writing.
2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. ENGINEER shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall be responsible for review and approval of the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) and oversight of the safety precautions and programs incident to the work of Contractor(s) during such visits and keep CITY informed of the progress of the work, shall endeavor to guard CITY against defects and deficiencies in the work of Contractor(s), disapprove or reject work as failing to conform to the Contract Documents, and endeavor to achieve expeditious correction of such deficiencies.
3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, for conformance with the design concept and operational requirements of each Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of CITY to Contractor(s); prepare routine change orders as required; ENGINEER may, as CITY'S representative, require special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance thereunder by the parties thereto; make decisions on all claims of CITY and Contractor(s) relating to the execution and progress of the work, and all other matters and questions related

thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him as a result of erroneous or incomplete information or data provided him by the CITY.

5. Whenever the CITY gives written notice of defects and deficiencies in any Project, as provided in Article 3-I, the ENGINEER shall endeavor to achieve expeditious correction of such defects and/or deficiencies.
6. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, input from the Project Representative(s) and his review of Contractor(s)' application for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment to constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation). By recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures or construction or safety precautions or programs incident thereto. Approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to CITY free and clear of any lien, claims, security interests or encumbrances.
7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.
8. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the project.
9. ENGINEER shall provide, for each construction project, the set of original record Drawings, including capital asset listing, conforming to construction records, showing the significant changes made during the construction process, based upon the marked-up prints, Drawings and other data furnished to the ENGINEER by the Contractor(s) and/or by Designees of the CITY.
10. Conduct an inspection sixty (60) days prior to the expiration of a guarantee period related to any Project designed by the ENGINEER and report to Contractor and CITY discrepancies for correction under guarantees provided in the prime Contract for the Project.

ARTICLE 2 - ADDITIONAL SERVICES OF ENGINEER

- A. **General** - If authorized in writing by CITY, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by CITY as indicated in Article 5.
1. (1) Preparation of applications and supplemental project information for governmental grants, loans or advances in connection with a Project; (2) preparation of review of environmental assessments and impact statements; and (3) assume engineering responsibility in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of any Project.
 2. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, CITY'S schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
 3. Proving renderings or models for CITY'S use.
 4. Perform those functions required of the ENGINEER by bond resolutions, and as otherwise authorized by the CITY.
 5. At request of CITY, furnishing the services of special engineers for special civil, structural, mechanical, environmental and electrical engineering and normal architectural design incidental thereto, such as engineers for interior design, selection of furniture and furnishings, communications, acoustics and other specialties.
 6. Service resulting from the involvement of more separate prime Contracts for construction or for equipment not originally contemplated.
 7. Services in connection with change orders to reflect changes requested by CITY if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered and services resulting from significant delays, changes in price increases occurring as a direct or indirect result of material, equipment or energy shortages.
 8. Additional or extended services during construction made necessary by (1) work damaged by fire or other causes during construction; (2) prolongation of time of Contract on any prime Contract by more than sixty (60) days; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) default by any CONTRACTOR. The CITY will be reimbursed by the CONTRACTOR for these additional services, and the ENGINEER shall prepare the Contract Documents in such a way as to provide for reimbursement by the Contractor to the CITY for the required additional services, including CITY'S costs.
 9. Preparing to serve or serving as a witness for CITY in any litigation, public hearing or other legal or administrative proceeding involving a Project.
 10. Additional services in connection with a Project, including services normally furnished by CITY and services not otherwise provided for in this CONTRACT.
 11. Services to make measured drawings of or to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by CITY.

12. Preparing documents for alternative bids requested by CITY for work which is not executed or for out-of-sequence work.
13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any Contract for the Project (except for the 60 day inspection).
14. Preparation of community planning, updating of CITY'S maps, review of reports, drawings and plans of the type customarily required by the CITY incident to its normal functions. Consult with and advise CITY in regard to Federal and State requirements.
15. Services in connection with laboratory or field investigations.
16. Inspect and review necessary test borings or other subsurface explorations not covered under professional services during construction. The cost of borings or other subsurface explorations will be paid by the CITY.
17. Provide any services required in connection with re-advertisements for construction bids.

ARTICLE 3 – CITY RESPONSIBILITIES

CITY SHALL:

- A. Provide complete and detailed information as to its requirements for a Project.
- B. Assist ENGINEER by placing at the company's disposal all available information pertinent to a project including previous reports and any other data relative to design and construction of a Project.
- C. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photogrammetric surveys, property, boundary, easement, right-of-way, and property descriptions; zoning and deed restrictions; and other special data or consultations not covered in Article 2-A; all of which ENGINEER may rely upon in performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER'S time to discuss the Contract Documents with bidders or equipment suppliers.

- G. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for a Project, and such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction Contract.
- H. The City Manager or designee shall act as CITY'S representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- I. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in a Project.
- J. Furnish, as required, support and fees necessary during the various permit application processes required from all governmental authorities having jurisdiction over the approval, construction and operation of a Project.
- K. Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Contract or other services as required.
- L. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 4 – PERIOD OF SERVICE

It is mutually agreed by CITY and ENGINEER that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of one (1) year unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the CITY, the Contract may be renewed for up to two (2) additional twelve (12) month periods. The option to renew may be exercised by the City Manager on behalf of the City.

ARTICLE 5 – PAYMENTS TO ENGINEER

Method of Payment for Services and Expenses of Engineer - Basic Services. CITY shall pay the ENGINEER for Basic Services rendered under Article 1 on one of the following bases, the choice to be mutually agreed upon at the time a Project is authorized.

- A. Per Hour, Per Assigned Employee Fee with a not to Exceed Maximum Price – CITY will submit a series of individual tasks or projects as more particularly described herein. Each task to be performed under this Contract shall be assigned to the ENGINEER for accomplishment by separate written authorization. For each task, CITY shall request ENGINEER to provide a scope of services and an estimate of cost, for the CITY'S review, including MBE goal setting, as particularly set forth in Article 10.

Upon mutual agreement of the scope of services, ENGINEER shall develop an estimate of cost based upon per hour, per assigned employee fee with a "not to exceed" maximum price as provided for herein in accordance with rates set forth in Exhibit 2.

- 1. The "Per Hour, Per Assigned Employee" fee, shall include all allowable and allocable costs that are incurred in the performance of the work, up to, but not exceeding a predetermined maximum price. Allowable and allocable cost shall include direct labor plus fringe benefits,

overhead fee, and direct non-salary expenses. Pending establishment of final approved overhead rates for any period, the ENGINEER shall be reimbursed at provisional overhead rates subject to appropriate adjustment when the final overhead rates for the fiscal period are established. The overhead rates shall not change the predetermined cost ceiling.

2. For a project that utilizes the "Per Hour, Per Assigned Employee" method of compensation, it is anticipated that the total cost to the CITY for the performance of the services will not exceed the estimated cost and that the ENGINEER agrees to use his good faith effort to perform his services within such estimated cost. If at any time, as the actual work progresses, the ENGINEER has reason to believe that the cost for the work will be greater than the estimated cost, the ENGINEER shall notify the CITY in writing to that effect, giving the revised estimate of such cost for said work or a suggested revised scope of work which will remain within the original estimate of cost.
3. The CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur cost in excess of the estimated cost set forth above, unless and until the CITY shall have notified the ENGINEER in writing that such estimated cost has been increased or that a modification of scope of work is acceptable and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost has been increased, any costs incurred by the ENGINEER in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such cost had been incurred after the increase.
4. Except as otherwise provided, if the ENGINEER stops performance before completion of the work hereunder because it has incurred costs in the amount of or in excess of the estimated cost set, and the CITY elects not to increase such estimated cost, then the CITY shall pay to the ENGINEER the balance due on its cost and fee for said work. Both parties shall execute full and binding releases of the party from any and all obligations with regard to the work and the ENGINEER shall deliver to the CITY copies of the ENGINEER'S work product subject to receipt of payment due.
5. The ENGINEER may elect to waive notifying the CITY and agencies participating in the cost of the Project and is expected to do so whenever the work is close to completion and it is estimated that the cost increase will be small. In such event, if the cost subsequently exceeds that originally estimated by the ENGINEER, the ENGINEER may exercise his above obligation to notify the CITY of the cost increase then estimated, but the CITY shall not be obligated to pay for any overrun.
6. The term "Per Diem" shall mean a fixed hourly rate, which includes direct and indirect labor, overhead, fringe benefits and profit, for each category of personnel employed on the project, plus reimbursement for direct non-salary expenses.
7. In addition to the above methods, any other mutually agreed upon method of payment may be used.

B. Additional Service - CITY shall pay ENGINEER for Additional Services rendered under Article 2 as follows:

1. General - For Additional Services rendered under Article 2, Section (A) paragraphs 1 through 17, on the basis of any method in Article 5(A).
2. Day-to-Day Consulting Services - For day-to-day Consulting Services not considered as being covered under Article 1, Basic Services of ENGINEER, shall be on the basis of the Professional Services Rate Schedules (exhibit2) for services rendered by principals and employees assigned to the Project.
3. Special Engineers - For services and reimbursable expenses of special engineers or surveyors (when included in special task authorization) employed by ENGINEER, the amount billed to ENGINEER therefore times a factor of 1.075.
4. Serving as a Witness - For the services for the principals and employees as engineers or witnesses in any litigation, hearing or proceeding, on the basis of the Professional Services Rate Schedules (exhibit2).
5. Project Representative(s) Services - For Resident Project Representative(s) Services during construction, on any mutually agreed basis.
6. Reimbursable Expenses - In addition to payments provided for in Article 5 (A) and (B), CITY shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

C. Time of Payment

ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. These monthly statements shall be based upon ENGINEER'S payroll cost times the appropriate factor. CITY shall make monthly payments in response to ENGINEER'S monthly statements, and as further outlined in subsection (F) below.

D. Payroll Cost

If payroll costs are used in lieu of the Professional Services Rate Schedule as a basis for payment, it is understood to mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, surveyors, designers, drafters, specifications writers, estimators, other technical personnel, administrative personnel, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The amount of customary and statutory benefits of all personnel will be considered equal to 30% of salaries and wages.

E. Reimbursable Expenses

Reimbursable expenses shall mean the actual expense incurred directly or indirectly in connection with the Project to include but not be limited to: transportation and meals incidental thereto; obtaining bids or proposals from Contractor(s), furnishing and maintaining field office facilities; phone calls and faxes, excluding those to home office; reproduction of reports, Drawings and Specifications and similar Project related items in addition to those required under Article 1; and, if authorized in advance by CITY, overtime work requiring higher than regular rates.

F. Provision for Prompt Payment

1. If CITY fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of a non-contested ENGINEER'S bill, the amounts due ENGINEER shall include a charge at the rate of 1% per month for any time in excess of thirty (30) days from the date of invoice and in addition ENGINEER may, after giving thirty (30) days written notice to CITY, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.
2. If this Contract is terminated by CITY during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of the Professional Services Rate Schedule (exhibit 2) for services rendered during that phase to date of termination by principals and employees assigned to Project, or the allocated percentage for that phase, whichever is less. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services as provided in this paragraph.

ARTICLE 6 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER 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 ENGINEER'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 non-current wage rates or due to inaccurate representations of fees paid to outside engineers. The CITY shall exercise its right under this Article within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be cancelled by the ENGINEER 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 ENGINEER; 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 ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER 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 ENGINEER 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 in the format acceptable to CITY.
- D. Continue and complete all parts of the work that have not been terminated.

Prior to settlement upon termination of this Contract, the ENGINEER and the CITY shall execute and deliver a mutual release by each party to the other of all claims and demands of any nature whatsoever arising under or by virtue of this Contract.

ARTICLE 8 - PERSONNEL

The ENGINEER 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 ENGINEER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The ENGINEER shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind.

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

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

ARTICLE 9 - SUBCONTRACTING

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

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

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

The ENGINEER shall be responsible for the performance of all sub-consultants.

ARTICLE 10 - M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. ENGINEER is 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.

ARTICLE 11- 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 ENGINEER. The ENGINEER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill Contractual obligations with the CITY, nor is the ENGINEER authorized to use the CITY'S Tax Exemption Number in securing such materials.

The ENGINEER 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 12- INSURANCE

- A. Prior to execution of this Contract by the CITY, the ENGINEER 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 ENGINEER 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 ENGINEER of its liability and obligations under this Contract.
- B. The ENGINEER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The ENGINEER shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the ENGINEER 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 ENGINEER or by anyone directly or indirectly employed by or Contracting with the ENGINEER.
- D. The ENGINEER 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 ENGINEER 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 ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.
- 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 ENGINEER shall specifically include the CITY as an "Additional Insured".

ARTICLE 13 - INDEMNIFICATION

The ENGINEER 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 ENGINEER, its agents, servants, or employees in the performance of services under this Contract.

ENGINEER 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.

The ENGINEER shall defend all actions arising from ENGINEER'S negligent acts, in the name of the CITY, when applicable, and all costs and fees associated therewith shall be the responsibility of the ENGINEER.

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 limits provided in Section 768.28, Florida Statutes.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER 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 ENGINEER 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 ENGINEER.

ARTICLE 15 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, and if necessary be litigated by non-jury trial.

ARTICLE 16 - REMEDIES

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

ARTICLE 17 - CONFLICT OF INTEREST

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

The ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER. The CITY agrees to notify the ENGINEER of its opinion by certified mail within thirty (30) days of receipt of notification by the ENGINEER. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the CITY shall so state in the notification and the ENGINEER 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 ENGINEER under the terms of this Contract.

ARTICLE 18 - DELAYS AND EXTENSION OF TIME

The ENGINEER 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 ENGINEER or its sub-consultants 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 ENGINEER'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the ENGINEER'S failure to perform was without its or its sub-engineers 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 ENGINEER 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 ENGINEER 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 ENGINEER'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 19 - INDEBTEDNESS

The ENGINEER 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 ENGINEER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENGINEER 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 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

ENGINEER 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, databases, 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 shall hold the ENGINEER harmless should the CITY use any of the ENGINEER'S work products for a purpose other than that intended by the ENGINEER.

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

All covenants, Contracts, 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 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENGINEER 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 ENGINEER'S sole direction, supervision, and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER'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 ENGINEER does not have the power or authority to bind the CITY in any promise, CONTRACT or representation other than as specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

The ENGINEER 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 ENGINEER'S place of business.

ARTICLE 24 - NONDISCRIMINATION

The ENGINEER 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, ENGINEER 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 25 - 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 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants 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 29 - 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 ENGINEER of the CITY'S notification of a contemplated change, the ENGINEER 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 ENGINEER'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the ENGINEER 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 ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the CITY BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL CITY or its designated representative.

ARTICLE 30 - 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:

**CITY OF RIVIERA BEACH
c/o EDWIN LEGUE, MARINA DIRECTOR
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**MICHEAL JENKINS, PhD, P.E.
APPLIED TECNOLOGY & MANAGEMENT
400 S AUSTRALIAN AVENUE SUITE 300
WEST PALM BEACH, FLORIDA 33401**

ARTICLE 31 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT 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 29- Modifications of Work.

ARTICLE 32 - 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 33 - PREPARATION

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

ARTICLE 34 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event ENGINEER 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 35 - REPRESENTATIONS/BINDING AUTHORITY

ENGINEER 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, Michael Jenkins, PhD, Coast Engineering Team Leader, 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 36 - 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 37 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "1" RFQ No. 286-10, and Exhibit "2" Professional Services Rate Schedule. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 286-10. To the extent there exists a conflict between this Contract and RFQ NO. 286-10, 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 38 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by both parties.

ARTICLE 39 - 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 40 - 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 41 - 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 material, men, 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 ENGINEER;

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

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

ARTICLE 42 - WAIVER OF SUBROGATION

The ENGINEER 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 CONTRACT to waive subrogation without an endorsement, then the ENGINEER 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 ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 43 - 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 limit, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 44 - REUSE OF DOCUMENTS

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Contract are instruments of his services in respect of a Project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or any other project. Any reuse of said documents will be at CITY'S sole risk and without liability or legal exposure to ENGINEER, and CITY shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. All preliminary and final design drawings and specification, and the drawings conforming to construction records become the property of the CITY.

ARTICLE 45 - OPINION OF PROBABLE PROJECT COST

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable

Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Biding or Negotiating Phase, CITY wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator.

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL CITY

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

APPLIED TECHNOLOGY & MANAGEMENT

BY: _____
THOMAS A. MASTERS
MAYOR

BY: _____
MICHAEL JENKINS, PhD, P.E.
COASTAL ENGINEERING TEAM LEADER

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*
PAMALA H. RYAN,
CITY ATTORNEY

BY: _____
EDWIN LEGUE
MARINA DIRECTOR

DATE: 11/15/10

REQUEST FOR QUALIFICATIONS NO. 286-10

**PROFESSIONAL MARINE/COASTAL ENGINEERING CONSULTING SERVICES FOR
IMPROVEMENTS TO THE RIVIERA BEACH MARINA**



**600 West Blue Heron Boulevard
Riviera Beach, FL 33404**

The City of Riviera Beach invites qualified firms to submit Statements of Qualification and Experience for professional services pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act. The City of Riviera Beach is seeking to engage the professional services of a registered Marine/Coastal Engineer licensed to practice in the State of Florida.

The city anticipates the negotiation of a one (1) year contract with up to two (2) twelve (12) month renewal periods to be executed upon the mutual agreement of both parties. Proposals will be accepted at the Office of the City Clerk, 600 West Blue Heron Blvd., Suite C140, Riviera Beach, Florida 33404 until 3:30 pm (EST) Wednesday, October 6, 2010.

Proposal documents, including a scope of services may be obtained at the City of Riviera Beach, Purchasing Department, 2391 Avenue "L", Riviera Beach, FL 33404. Additionally, proposal may be obtained by visiting the City's website at www.rivierabch.com.

PUBLISH: Palm Beach Post – September 22, 2010; www.rivierabch.com – September 22, 2010

TABLE OF CONTENTS

General Term & Conditions:	Part 1	<u>PAGE</u>
1-1	Purpose and Invitation to Propose	1
1-2	Cone of Silence	1
1-3	Proposal Submission and Opening	1
1-4	Inquiries	2
1-5	Proposal Disclosure	2
1-6	Rights Reserved	2
1-7	Development Costs	2
1-8	Ownership of Products	3
1-9	Interest of Members, Officers or Employees and Former Members, Officers or Employees	3 3
1-10	Proprietary Information	3
1-11	Requirements of Contract	3
1-12	Public Records	3
1-13	Public Entity Crime	4
1-14	Discrimination	4
1-15	Code of Ethics	4
1-16	Restrictions to Public Access to Project Plan	4
1-17	Indemnification and Insurance	4
1-18	Workers' Compensation	5
1-19	Commercial and/or Comprehensive General Liability	5
1-20	Business Auto Policy	5
1-21	Professional Liability	5
1-22	Certificate of Insurance	5
1-10	Equal Opportunity Requirements	5
1-23	Termination	6
1-24	Equal Opportunity Requirements	6
1-25	Minority/Women Business Enterprise Participation	6
1-26	Contractual Agreement	6
1-27	Request for Additional Information	7
1-28	Gratuity Prohibition	7
1-29	Right of Withdrawal	7
1-30	Right of Negotiation	7
1-31	Exceptions to the RFP	7
1-32	Assignment	7
1-33	Contact Person	7
1-34	Additional Information/Amendment (s)	7

TABLE OF CONTENTS

Scope of Work:	Part 2	<u>PAGE</u>
2-1	Introduction/Background	8
2-2	Scope of Service	9
2-3	Proposal Requirements	9-12
2-4	Projected Timetable	12

Evaluation Process:	Part 3	
3-1	Proposal Evaluation Process	13
3-2	Evaluation Criteria	14

Part 4

CITY OF RIVIERA BEACH MINORITY BUSINESS ENTERPRIZE (MBE) PROGRAM AWARENESS, COMPLIANCE & ACTION PLAN

Required Forms:

1. ADDENDUM PAGE
2. DRUG FREE WORKPLACE
3. NOTIFICATION PUBLIC ENTITY CRIMES LAW
4. RIVIERA BEACH MINORITY BUSINESS ENTERPRIZE GOAL AWARENESS,
COMPLIANCE AND ACTION PLAN
5. SCHEDULE 1 - PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS
6. SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACOR
7. PROPOSAL'S CERTIFICATION
8. REFERENCES

GENERAL INFORMATION

PART 1

1-1 PURPOSE AND INVITATION TO PROPOSE

The City of Riviera Beach invites qualified firms to submit Statements of Qualification and Experience for professional services pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act. The City of Riviera Beach is seeking to engage the professional services of a firm that is deemed to be most qualified to perform the following support services:

Marine/Coastal Engineering Services:

Provide general consultation, field and underwater engineering and marine inspections and surveys, coastal construction supervision, feasibility analysis (economic and engineering) general reevaluation reports, coastal construction design and permitting services, numerical modeling of nearshore wave, bathymetry, shoreline and profile change and other general **Coastal Engineering and Marine Services** consultation not limited to the items listed above. The intent is to contract directly with an engineering firm or firms.

1-2 CONE OF SILENCE

As of **September 21, 2010**, no entity filing a response to this RFQ shall through their principal, attorneys, or agents, contact the City Council for the purposes of discussing any aspect of this RFQ for any possible decision on the RFQ; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council. **Any action in violation of this provision shall be cause for disqualification for the response.**

1-3 PROPOSAL SUBMISSION AND OPENING

All proposals will be received by the City of Riviera Beach until no later than **3:30 pm, Wednesday, October 6, 2010** for a proposal to be considered. The following is required to be included in the proposal:

One (1) original and Seven (7) copies of a technical proposal to include:

- ✓ Title Page
- ✓ Table of Contents
- ✓ Transmittal Letter
- ✓ Detailed Proposal

Submittals should be enclosed in a sealed envelope(s) marked as follows:

**PROFESSIONAL MARINE/COASTAL ENGINEERING CONSULTING SERVICES FOR
IMPROVEMENTS TO THE RIVIERA BEACH MARINA**

SUBMITTAL DEADLINE: WEDNESDAY, OCTOBER 6, 2010, 3:30 PM EST

Qualified firms should send their completed proposal consisting of all required content to the following address:

**City of Riviera Beach
Office of the City Clerk
600 West Blue Heron Boulevard
Suite C140
Riviera Beach, FL 33404**

The City shall not accept or consider proposals submitted via facsimile transmission or email.

1-4 INQUIRIES

For additional information, the City encourages qualified firms to contact Benjamin Guy, Purchasing Director, 8:30 a.m. to 5:00 p.m., Monday through Friday, (561) 845-4180.

1-5 PROPOSAL DISCLOSURE

Upon opening, proposals become "**public records**" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Firms submitting proposals must invoke in writing the exemptions to disclosure (provided by law) in the response to the RFP by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

1-6 RIGHTS RESERVED

The City of Riviera Beach reserves the right to accept or reject any or all submissions, request resubmissions and to enter into negotiations with Respondents as warranted. The City of Riviera Beach reserves the right to award a contract to the firm whose submission is most advantageous to and in the best interest of the City. The City shall be the sole judge of which submission is in its best interest.

The City shall further reserve the right to waive and determine the nature of any minor irregularities. A minor irregularity is a variation from the Request for Statements of Qualification, terms and conditions which do not constitute failure to substantially comply with requirements set forth in this request. A Respondent may not modify its statement after submission. The City of Riviera Beach is not liable for any costs or expenses incurred by any Proposer in responding to this RFQ. This information should be considered when preparing your submission.

The City reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals.

1-7 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this RFP. The CITY OF RIVIERA BEACH will not, under any circumstances, reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a response to this RFQ.

1-8 OWNERSHIP OF PRODUCTS

All drawings and related information, compilation of notes, field survey notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City. The City of Riviera Beach may reproduce the drawings without modifications and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the architect/engineer etc.

1-9 INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYERS

No member, officer or employee of the City of Riviera Beach, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City was activated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall during his tenure or for one year thereafter have any interest, direct or indirect, in this contract, agreement or purchase order or the proceeds thereof.

1-10 PROPRIETARY INFORMATION

Respondents are cautioned that the City operates under Florida's Open Public Record Laws and all information in the City's possession is subject to disclosure upon request. This applies whether or not such information is stamped "confidential," "Proprietary" or other similar phrases.

1-11 REQUIREMENTS OF CONTRACT

Any agreement resulting from this solicitation shall be an "open-end" type of agreement and there is no guarantee that any specified or minimum level of products or services shall be required by the City of Riviera Beach or provided by the responder.

It is understood that the City of Riviera Beach shall make every effort to use the successful responder exclusively, but that City reserves the right to purchase these services elsewhere if it is in the City's best interest.

1-12 PUBLIC RECORDS

Once opened by the City, a response to this Request for Statements of Qualification is a public record under Chapter 119, Florida Statutes.

Any Respondent awarded a contract under this Request for Statements of Qualification will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract.

1-13 PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in

excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-14 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public infrastructure, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1-15 ETHICS CODE:

If any firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this proposal, such firm may be disqualified from performing the work or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the City.

1-16 RESTRICTIONS TO PUBLIC ACCESS TO PROJECT PLANS

The Respondent shall be advised that public access to project plans is now restricted, and plans are no longer subject to public records requests, as per Florida Statute F.S.119.07 (3) (ee) which states:

"(ee) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s.119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2007, unless reviewed and re-enacted by the Legislature."

1-17 INDEMNIFICATION AND INSURANCE

RESPONDENT'S SPECIAL ATTENTION IS CALLED TO THIS SECTION, NOTE: RESPONDENTS ARE ENCOURAGED TO CONFER WITH THEIR INSURANCE CONSULTANT(S) TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

The Contractor agrees to indemnify and hold harmless the City of Riviera Beach, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the City against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and

expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Respondents are to submit proof of the following insurance. Proof may be in the form of existing insurance certificates with the coverage specified below, or in the form of a letter from the Respondent's insurance company, on their letterhead, stating that if the Respondent is awarded a contract the required insurance will be provided.

1-18 WORKER'S COMPENSATION

The Consultant shall provide and maintain Workers' Compensation insurance in the full amount required by statute and in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Consultant shall further insure that all of its subcontractors maintain appropriate levels of Workers' Compensation insurance.

1-19 COMMERCIAL AND/OR COMPREHENSIVE GENERAL LIABILITY

The Consultant shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Riviera Beach and shall name the City of Riviera Beach as an additional insured. The policy of insurance shall be written in an "occurrence" based format.

1-20 BUSINESS AUTO POLICY

The Consultant shall have minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

1-21 PROFESSIONAL LIABILITY

The Consultant shall provide insurance with minimum limits of one million dollars (\$1,000,000.00). The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the consultant shall notify the City of Riviera Beach of any claims made against this insurance policy during the five years following execution of this Contract.

The City of Riviera Beach is to be named as an additional insured on both the general liability and auto liability policies.

1-22 CERTIFICATE OF INSURANCE

The City of Riviera Beach is to be specifically included as an additional insured on the General Liability Policy. This does not pertain to Workers' Compensation. The General Liability Special Endorsement must be completed, received and approved prior to commencing service or work.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all sub consultants comply with the same insurance requirements spelled out above. All Certificates of Insurance must be on file with and approved by the City before the commencement of any work activities, and will be filed with the contract. Certificates of Insurance will be required ONLY from the Respondent receiving the award and will be due within ten (10) days of notification of intent to award. No award will be made without approved Insurance Certificates.

The City of Riviera Beach may request a copy of the insurance policy(s), according to the nature of the project. The Consultant will be responsible for the payment of any deductible and/or self insured retention in the event of any claim.

1-23 TERMINATION

The City of Riviera Beach, at its sole discretion, may terminate any continuing contract for convenience with a ten (10) calendar day written notice to the Consultant. In the event of such termination, any completed services performed by the Consultant under a continuing contract shall become the City's property, and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

1-24 EQUAL OPPORTUNITY REQUIREMENTS

It is the policy of the City to comply with all Federal, State, County and local laws to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs. It is further the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, creed, sex, age, handicap or veteran's status. Each firm should state their commitment to meet these same requirements.

1-25 MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the City of Riviera Beach that Minority Business Enterprise (M/WBE) shall have the maximum opportunity to participate in and perform projects financed with City funds. Proposers are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made by all proposers to hire Minority/Women Business Enterprise participants.

1-26 CONTRACTUAL AGREEMENT

The Contract for **Consulting/Professional Services** shall prevail as the basis for contractual obligations between the selected firm and the City of Riviera Beach for any terms and conditions not specifically stated in this Request for Qualifications. A sample draft of the City's standard contract for Consulting/Professional services is available on the internet @ www.Rivierabch.com at the Purchasing Department section of the City web-page.

1-27 REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

1-28 GRATUITY PROHIBITION

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY OF RIVIERA BEACH for the purpose of influencing consideration of this proposal.

1-29 RIGHT OF WITHDRAWAL

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1-30 RIGHT OF NEGOTIATION

The CITY OF RIVIERA BEACH reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1-31 EXCEPTIONS TO THE RFP

It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY OF RIVIERA BEACH, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions. The City is under NO obligation to accept any proposed exceptions or alternatives.

1-32 ASSIGNMENT

The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFQ, in whole or in part, without the prior written consent of the CITY OF RIVIERA BEACH

1-33 CONTACT PERSON

The contact person for this RFQ is **Benjamin Guy, Purchasing Director**, who can be reached at (561) 845-4180 or fax number (561) 842-5105 at the Purchasing Department located at 2391 Avenue "L", Riviera Beach, FL 33404.

Proposers are advised that from the date of release of this RFQ until award of the contract, NO contact with City staff and/or designated Selection Committee members concerning this RFQ is permitted, except as authorized by the contact person designated herein.

1-34 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing, via fax or U.S. Mail, no later than **FRIDAY, OCTOBER 1, 2010** and to the fax number or address listed below. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Fax No: (561) 842-5105

Mail Address:

**2391 Avenue "L"
Riviera Beach, FL 33404
Attention: Purchasing Director
Re: RFP No 286-10**

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFQ, when deemed necessary by the City, will be completed only by written amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFQ or in any amendment to this RFQ. Where there appears to be a conflict between the RFQ and any amendment issued, the last amendment issued shall prevail.

Amendments to the RFQ will be automatically sent only to those vendors who receive this document directly from the City of Riviera Beach Purchasing Department. City of Riviera Beach shall not be responsible for the completeness of any RFP package received from the City's website or obtained directly from the City of Riviera Beach Purchasing Department.

It is the proposer's responsibility to assure receipt of all amendments. The proposer should verify with the designated Contact Person prior to entering a proposal that all amendments have been received. Proposers are required to acknowledge the receipt of all amendments as part of their proposal.

SCOPE OF WORK

PART 2

2-1 INTRODUCTION/BACKGROUND

The City of Riviera Beach is a vibrant coastal community with a culturally diverse population of approximately 35,000 residents. Incorporated in 1922, the City began as a fishing community and is now in the midst of resurgence.

Strategically located in northern Palm Beach County, the City is home to a bustling seaport and serves as a major hub for international trade and regional commerce for the Gold Coast communities of Southeastern Florida. Riviera Beach and is also home to regional service and distribution operations for numerous Fortune 500 companies including United Parcel Service (UPS), Fed-X, Coca-Cola, Pepsi, Sysco Foods, Lockheed Martin, and Florida Power & Light.

The City operates as a Council-Manager form of government and provides the following services: public safety, road and street facilities, community development, recreation and parks, library, general administrative services, municipal marina and water/sewer utility.

Riviera Beach is home to the Port of Palm Beach and the U.S. Coast Guard Station. Our Marina is located on the mainland in a slow-speed zone just to the north of the Port of Palm Beach. It's only a few minutes from the all-weather Lake Worth inlet.

The Marina is strategically located in the Riviera Beach CRA District and has received a grant from Palm Beach County to be used for infrastructure improvements and related enhancements which will facilitate and preserve public access. Anticipated improvements include but are not limited to new floating docks, new bulkhead and related electrical and sanitary infrastructure improvements.

2-2 SCOPE OF SERVICES

The services identified in this Request for Qualifications will be retained by City staff when staff requires specialized professional support services. This contract will fall under a continuing services contract, as provided for in Florida State Statute Section 287.055. For example, the professional team may be asked to provide design, engineering oversight, permitting, surveying, inspection testing and overall construction administration services for various miscellaneous projects related to improvement for the City's Municipal Marina.

Marine/Coastal Engineering Services:

Provide general consultation, field and underwater engineering and marine inspections and surveys, coastal construction supervision, feasibility analysis (economic and engineering) general reevaluation reports, coastal construction design and permitting services, numerical modeling of nearshore wave, bathymetry, shoreline and profile changes, and other general **Coastal Engineering and Marine Services** consultation not limited to the items listed above.

NOTE: The selection of one or more consultants should not be interpreted as an exclusive or contractual obligation on the part of the City of Riviera Beach to have the selected firm(s) perform all or any of these services. The City reserves the right to assign any of these services to other consultants or the City's own personnel, when in the City's sole judgment, it deems it appropriate. Any department within the City of Riviera Beach may avail themselves of these services.

2-3 PROPOSAL REQUIREMENTS

Proposals shall be signed by the person or member of the team who is legally authorized to make such offers, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name. **The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.**

The Proposer shall provide the following information regarding their desire and ability to conduct the scopes of work identified in this public solicitation. Each submittal shall be organized in the following order:

A. Title Page

Firm's name, address and telephone number, email address and facsimile number (of the design team's principal office in or nearest to Riviera Beach, Florida) and date of proposal.

B. Table of Contents

Include a table of contents.

C. Letter of Transmittal

A statement of understanding of the services requested and a commitment to perform these services shall be made. The letter should include the design team's contact representative and the name of the project manager, if different from the contact representative and address the following:

1. Summarize why the Respondent believes itself most qualified and a best fit for scope of work identified;
2. Include a statement that to the best of the Respondent's knowledge, all information contained in the RFQ submittal is complete and accurate;
3. Include a statement granting the City and its representatives authorization to contact any previous client of the Respondent (or a Respondent team member) for purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's team member's performance; and
4. At least one copy of the transmittal letter must have an original signature of an officer of the principal firm.

D. Profile of the Firm

1. Provide a complete narrative description of Respondent's firm.

Information should include:

- a. **The Respondent's areas of technical specialization**
 - b. **Firm history**
 - c. **Honors and awards**
 - d. **Location of home office and branch offices**
 - e. **Name of the principal officers of the firm**
2. **Utilize an organizational chart and provide a matrix style schedule (presented in columns and rows)** to identify and summarize the key members of your firm (principal, management, supervisory and engagement staff, including engagement partners, managers, other supervisors and specialists) that will be assigned to the project and describe their area(s) of expertise and what role each will perform. Include their availability for this project and indicate the percentage (%) of time each is anticipated to dedicate to City work assignments.
 3. Indicate the education, years of professional experience and whether each person is licensed to practice in their proposed capacity in the State of Florida. Provide information on the specific government experience of each person, including specific engagements, professional awards and membership in professional organizations relevant to the performance of this project.
 4. Describe your local office's experience providing the specific scope of services identified in this RFQ. Also, identify any experience with assignments similar in complexity to the scopes of work identified in this RFQ.
 5. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by the State regulatory bodies or professional organizations.

6. Description of insurance coverage maintained by the firm. Copy of declarations page from current policies for each of the following types of insurance must be attached:

- a. Worker's Compensation
- b. General Commercial Liability
- c. Professional Liability, Malpractice and Errors and Omission.

E. Summary of Relevant Projects in South Florida Within past 5 years

Utilize a matrix style format (**column & rows**) to summarize no less than seven (7) relevant projects completed in South Florida within the last five (5) years. A relevant project is one which best exemplifies you qualifications for the specific specialty for which your firm is submitting its qualifications.

The matrix should summarize the following information:

1. Name of client
2. Project description
3. Completed Project Construction Cost
4. Name and contact information (i.e. phone #, address, etc.) of owner's Project Manager
5. Scope of Services your firm provided
6. Contract amount awarded to your firm and amount of change orders, if any.
7. Length of contact and time extensions, if any.
8. Provide a statement acknowledging if the project was completed on time/on budget

F. Essential Information

At a minimum, your submittal must be organized to address the following:

1. Methods and approach to quality control and the fast-tracking of assigned tasks.
2. Prior experience with public-sector clients and processes/methods for successful execution of similar assignments
3. Professional qualifications of individuals assigned to the project
4. Documented effort to achieve the City's 15% Minority Participation goal
5. History schedule of effective budget management for assignments of similar scope and complexity
6. Use of processes that creatively engage stakeholders in all stages of the assignment

G. Availability of Firm

The firm shall indicate their ability and willingness to commit and maintain sufficient staffing, both number and level, to successfully conclude the project within the terms agreed.

H. Financial Capacity

Submit bank and trade references, audited financial statement and other information sufficiently comprehensive to permit an appraisal of the firm's current financial condition.

I. Additional Data

Additional information that the firm deems appropriate to assist in evaluating the proposal should be submitted.

J. References

Provide contact information for at least five agencies/companies

2-4 PROJECTED TIMETABLE

The anticipated timetable is as follows:

September 22, 2010	Issuance of RFQ -On or before this date
October 1, 2010	Submission deadline for all requests for additional Information.
October 6, 2010	Submittal Deadline
October 11 -13, 2010	Committee convenes to evaluate responses
October 14-15, 2010	Short-list Interviews
October 20, 2010	Complete Negotiations

PROPOSAL EVALUATION PROCESS

PART 3

3-1 PROPOSAL EVALUATIONS PROCESS

1. RFPs are received and names of respondents are publicly posted in the Purchasing Department and on the City's web-page within 72 hours of the submittal deadline.
2. Proposals will be evaluated and a contract awarded consistent with the provisions of Florida Statute 287.055, the "**Consultants' Competitive Negotiation Act**"
3. An Evaluation Committee, consisting of City personnel, will convene, review, discuss, and rank all proposals submitted using the evaluation criteria established in **Section 3-2** of this proposal.
4. Members will evaluation and assign points for all written proposals in accordance with their understanding of the criteria listed in "Evaluation Criteria".
5. The Purchasing Department will tally scores for all proposals and the committee will short-list no fewer than three (3) firms for oral presentations. Short-listed firms invited shall be deemed to be the most highly qualified to perform the service based upon the highest total average score for the written proposal.
6. Once interviews have been completed for short-listed firms, members of the Evaluation Committee will assign points for the oral presentations using the criteria listed in **Section 3-2**.
7. The Purchasing Department will tally scores for oral presentations and these scores will be added to total average scores received for the written proposal. Firms will be ranked according to their combined total average scores for both written proposal and oral presentation.
8. **The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.**
9. The Purchasing Department will prepare and submit an agenda item to the City Manager for approval by the City Council of the City of Riviera Beach.
10. The City Council will award or reject any or all proposal(s) recommended by the City Manager.

3-2 EVALUATION CRITERIA

The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The evaluation committee will consider the following factors when ranking the proposals received:

PROPOSAL EVALUATION FACTORS

Criteria for Selection	Points Possible
Demonstrated capacity to complete projects on time and within budget constraints.	10
Quality and extent of prior experience with similar assignments/projects and related services within last five (5) years.	30
Availability, education and experience of staff to be assigned to perform required assignments.	30
Minority/Women Business Enterprise Participation Goal Achieved:	
M/WBE Owned	10
Exceeding 15%	8
Meets 15%	6
< 15% participation	3
Location of Firm:	
Within Palm Beach County	10
Within Florida	5
Outside State	3
Oral Presentation:	
Interaction with Committee	0-10
Presentation Ability	0-10
Ability to Communicate Technical Information	0-5
Total Possible Points	120

MINORITY PARTICIPATION GOAL

PART 4

CITY OF RIVIERA BEACH MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM AWARENESS, COMPLIANCE & ACTION PLAN

As a matter of sound business practice, the City of Riviera Beach is committed to "supply diversity" and is committed to encouraging, promoting, and providing substantial opportunity for minority owned businesses to participate in City contracts whenever and wherever possible. Further, the City Procurement Code, Ordinance 2412, has established a 15% Minority Participation Goal for all City Contracts.

The City Procurement Policy provides that Minority Business Enterprises (MBEs) certified by the State of Florida or other county and municipal governmental organizations should have the maximum opportunity to participate in the performance of its contracts/projects.

You, as a contractor, are strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement (second-tier suppliers), with a goal of awarding 15% of the contract price to such enterprises.

Monthly reports are required to be submitted to the Riviera Beach Purchasing Department, itemizing the costs of services and goods provided by certified firms. Reports should state the costs for the previous contract/project month.

Authority for the MBE participation goal is found in City of Riviera Beach Procurement Code, Ordinance 2412, Sec. 10-102 (a) – (b) and details about the goal is available upon request.

Your complete response on the following attachment must address the following components of your company's/organization's commitment/action plan:

- a) Indication that you understand the City of Riviera Beach's goal,
- b) Listing of any MBE vendors with which you intend to subcontract,
- c) Description of the various second tier MBE expenses (goods and services procured that are incidental to the contract/project; *examples are:* specific office supplies to perform the contract, percentage of cost for uniforms for contract staff, travel to perform the contract/project, percentage of facility maintenance services for your facility used directly by your staff during the contract/project period) your company/organization will be able to report that are in direct connection with the administration of this contract,
- d) Statement expressing your commitment to complete the required monthly or quarterly reports that will reflect your subcontracts for the period.

For information on local certified minority business enterprises, please contact:

**Palm Beach County
Office of Small Business Assistance
50 S. Military Trail
Suite 209
West Palm Beach, FL 33415
Phone: (561) 242-5751 Fax: (561) 616-6850**

A listing of area certified minority businesses, as well as the services and commodities they provide, is available on the web at: <http://www.pbcgov.org/osba>.

REQUIRED FORMS

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED

BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE.

1. ADDENDUM PAGE
2. DRUG FREE WORKPLACE
3. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
4. RIVIERA BEACH MINORITY BUSINESS ENTERPRISE GOAL AWARENESS, COMPLIANCE AND ACTION PLAN
5. SCHEDULE 1 - PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS
6. SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

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

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

ADDENDUM PAGE

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

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

COMPANY

SIGNATURE

TITLE

DRUG FREE WORKPLACE

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

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

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

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

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

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

SIGNATURE

DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

Name & Title (Print or Type)

**RIVIERA BEACH MINORITY BUSINESS ENTERPRISE (MBE) GOAL
AWARENESS, COMPLIANCE & ACTION PLAN**

Complete and sign

Failure to complete this form as a component of your bid may result in rejection of your bid.

Our company/organization is a certified Minority Business Enterprise (MBE). Yes No

Our company/organization is a minority business but has not yet received certification (please provide details): Yes No

We are aware of the City's goal to spend at least 15% of their total annual purchasing dollars with certified MBE firms. Yes No

We are aware that if awarded this contract/project our company/organization will provide monthly or quarterly reports to the City reporting all expenditure activity directed to MBE subcontractors or second-tier MBE suppliers that directly relate to this contract. Yes No

Subcontractors: Our company/organization intends to subcontract at least 15% dollar volume with certified MBE firms. (Please list name of company below and detailed company information on Schedule 1): Yes No

In paragraph form, describe your company/organization's commitment/action plan with regard to the planned use of -certified MBE businesses in subcontracting efforts. Please list your specific commitments (attach sheet, if necessary).

CCHEDULE 1

PARTICIPATION FOR MWBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: _____ BID/RFP NUMBER: _____
 NAME OF PRIME BIDDER: _____ BID OPENING DATE: _____
 CONTACT PERSON: _____ TELEPHONE NO. _____ DEPARTMENT: _____

CONTRACT AMOUNT - MBE / WBE _____

	NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	CONTRACT AMOUNT - MBE / WBE		
			BLACK	HISPANIC	OTHER
1.	_____ _____ _____	_____ _____ _____	_____%	_____%	_____%
2.	_____ _____ _____	_____ _____ _____	_____%	_____%	_____%
3.	_____ _____ _____	_____ _____ _____	_____%	_____%	_____%
4.	_____ _____ _____	_____ _____ _____	_____%	_____%	_____%
5.	_____ _____ _____	_____ _____ _____	_____%	_____%	_____%
TOTAL:			_____%	_____%	_____%

TO BE COMPLETED BY PRIME BIDDER:

TOTAL % PARTICIPATION: _____

BID/RFP NUMBER: _____

SCHEDULE 2

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: _____
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

_____ a individual _____ a corporation _____ a partnership _____ a joint venture

_____ The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

at the following price: \$ _____
(amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
-------	--------------------------------	------------------------------

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF MINORITY CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

NOTICE

ADDENDUM NO. ONE (1)

OCTOBER 4, 2010

**CITY OF RIVIERA BEACH
RFQ NO 286-10**

**PROFESSIONAL MARINE AND COASTAL ENGINEERING CONSULTING
SERVICES**

**TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND
AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.**

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL INFORMATION:

- I. CHANGE: PROPOSAL DUE DATE AND TIME FROM WEDNESDAY, OCTOBER 6, 2010 AT 3:30 PM TO MONDAY, OCTOBER 11, 2010 AT 3:30 PM.**

SPECIFICATIONS:

- I. CHANGE: PAGE 14, SECTION E. "SUMMARY OF RELEVANT PROJECTS IN SOUTH FLORIDA WITHIN PAST 5 YEARS", FIRST SENTENCE, TO READ: UTILIZE A MATRIX STYLE FORMAT (COLUMN & ROWS) TO SUMMARIZE NO LESS THAN FOUR (4) RELEVANT PROJECTS COMPLETED IN SOUTH FLORIDA WITHIN THE LAST FIVE (5) YEARS...**

NOTICE:

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Monday, October 11, 2010 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this PROPOSAL, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

APPLIED TECHNOLOGY AND MANAGEMENT, INC.
2010 WAGE AND EQUIPMENT RATES
rev. 7/26/10

WAGE RATES

EMPLOYEE CLASS	BILLABLE RATES
Coastal Team Leader	\$155.58
Coastal Engineer	\$123.23
Senior Scientist	\$133.00
Senior Scientist (SCUBA rate)	\$160.50
Junior Engineer / Engineering Tech.	\$76.44
Professional Surveyor & Mapper	\$105.30
Construction Manager	\$85.50
Sr. CAD/GIS	\$71.71
Jr. CAD	\$46.02
Sr. Admin./Tech. Editor	\$73.16
Administrative/Clerical	\$43.84

EQUIPMENT RATES

EQUIPMENT TYPE	RATE	RATE UNIT
ATM Survey Vessel w/DGPS ¹	\$850	DAY
RTK GPS	\$450	DAY
Trimble Pro-XR	\$125	DAY
Survey Vehicle	\$100	DAY
Tide Gauge	\$75	DAY
Turbidity Meter	\$50	DAY
Underwater Still Camera w/Strobe	\$75	DAY
SCUBA Gear	\$25	DAY
Photocopies (8.5 x 11)	\$0.12	COPY
Color Copies	\$0.75	COPY
Standard Paper Plots (24 x 36)	\$1.00	COPY
Heavy Duty Plots	\$7.50	COPY

1. Survey Vessel Rate includes Hypack and Fathometer Systems

CALLAWAY MARINE TECHNOLOGIES INC.

Specializing in environmentally sensitive construction and mitigation

August 24, 2010

Applied Technology and Management
Att: Mike Jenkins, P.E.
400 S. Australian Avenue, Suite 300
West Palm Beach, FL 33401

Subject: **Callaway Marine Contract Rate Sheet**

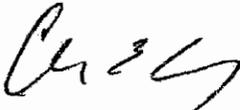
Richard,

The 2010-2011 labor rates for Callaway Marine Technologies Inc are listed below. We look forward to being a part of the upcoming project.

Category	Burdened Hourly Rate
Professional Engineer	\$130
Staff Engineer	\$95
CADD Technician	\$75
Field Technician	\$68
Clerical	\$48
Diving Services	
Dive Supervisor	\$95
Diver	\$75
Tender	\$65

If you have any questions concerning our, please feel free to contact me by telephone at (561) 471-1771/ cell 954 415-8722 or by email at cmarinet@gate.net.

Sincerely,



Charles Callaway, P.E.
President

2765 Vista Parkway Suite H- 4 West Palm Beach, Fl 33411
Phone 561 471-1771 Fax 561 471-1793

EXHIBIT 2A



Coastal Eco-Group Inc.

810 SE 8th Avenue, Suite C
Deerfield Beach, FL 33441
954.591.1219 Phone 954-653-2981 Fax

November 10, 2010

Michael Jenkins, P.E., Ph.D.
Applied Technology and Management, Inc.
400 S. Australian Ave., Suite 300
West Palm Beach, FL 33401-5045

RE: Request for 2010 Hourly Rate Schedule, City of Riviera Beach

Dear Mike:

This is in response to your request for our 2010 hourly rate schedule for the labor categories anticipated for utilization in the above referenced contract award.

Position	Hourly Rate
Principal Scientist	\$106.40
Senior Scientist II	\$92.40
Senior Scientist I	\$86.80
Staff Scientist	\$81.20
Survey Technician	\$65.80
AutoCAD Technician	\$75.60

Field Equipment Rental Rates

Underwater video with housing/lights and laser system	\$50/day
Underwater Still Camera with strobes	\$30/day
Trimble Differential GPS	\$50/day
Field Supplies	\$50/day

Should you require any immediate additional information, please contact me at 954-591-1219 or by email at cmiller@coastaleco-group.com.

Sincerely,

Cheryl L. Miller
President, Principal Scientist

EXHIBIT 2B