

**CITY OF RIVIERA BEACH DISTRICT BOARD  
AGENDA ITEM SUMMARY**

MEETING DATE: November 16, 2011

AGENDA ITEM SUMMARY NO. J11-112-4

- |   |  |
|---|--|
| <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:** APPROVAL OF CONTRACT AWARD TO HAZEN AND SAWYER, P.C., ENVIRONMENTAL ENGINEERING & SCIENTISTS, OF BOCA RATON, FLORIDA FOR THE WATER/WASTEWATER MASTER PLAN FOR THE CITY OF RIVIERA BEACH UTILITY DISTRICT.

**RECOMMENDATION / MOTION:** Staff recommends that the Utility District Board approve the final contract agreement between the City of Riviera Beach Utility Special District and Hazen and Sawyer, P.C., Environmental Engineers & Scientists, with an office based in Boca Raton, Florida, to develop the Utility Special District Water/Wastewater Master Plan as identified in the City's RFQ No. 299-11, in the not-to-exceed amount of \$534,270.

**DEPARTMENTAL APPROVAL REVIEW & DATE**

◆City Manger or ACM <i>Ruth C. Jones</i>	Library - n/a
◆District Attorney <i>PAE 11/14/11</i>	Marina - n/a
◆District Clerk <i>OK</i>	Police - n/a
Community Development - n/a	Public Works - n/a
◆District Finance Director <i>DA</i>	◆Purchasing <i>BA 11-10-11</i>
Fire - n/a	Recreation & Parks - n/a
Human Resources - n/a	◆Utility Special District <i>VEA</i>
Information Systems - n/a	Other - n/a

APPROVED BY UTILITY DISTRICT: *Lois C. Curran* DATE: **NOV 08 2011**

<b>Originator:</b> UTILITY SPECIAL DISTRICT <i>VEA</i>	<b>Costs:</b> Not-to-exceed <b>\$534,270</b>	<b>District Board Actions:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions  <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
<b>User:</b> UTILITY SPECIAL DISTRICT <i>VEA</i>	Current FY: 2011-2012  <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Other	<b>Attachments:</b> 1. Resolution 2. Signed Resolution #17-1UD 3. Inspector General Memo dated September 7, 2011 4. RFQ No. 299-11 Award Recommendation 8/5/2011 from Purchasing Dept. 5. Contract with Fee Schedule and Attachments 6. FY 2011 & FY2012 Capital Budget sheets
<b>Advertised:</b> Date: May 15, 2011 Paper: The Palm Beach Post <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Required  <b>Affected Parties</b> <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	Budget Account Number:  413-1417-536-0-3106	

**BACKGROUND/SUMMARY:** At the regular Utility Special District Board Meeting on August 17, 2011, resolution No. 17-11UD was approved to negotiate a contract agreement with Hazen and Sawyer, P.C. of Boca Raton, Florida, for the development of the District's Water/Wastewater Master Plan as identified in the City's RFQ No. 299-11.

**In accordance with Florida Statutes Chapter 287.055, known as the “Consultants Competitive Negotiations Act” (CCNA), and the City of Riviera Beach Procurement Code, a Request for Qualifications (RFQ) was advertised in the “Legal Notices” section of the Palm Beach Post on May 15, 2011 to solicit qualified professional engineering consultants for the development of a Water/Wastewater Master Plan to define the short and long-range planning needs, operational and maintenance issues that impact the City of Riviera Beach Utility District.**

**Six (6) firms submitted proposals. Proposals were publicly opened and announced on June 22, 2011, at 3:30 p.m. in the Council Chambers.**

**On July 19, 2011, an evaluation committee consisting of the City of Riviera Beach Utility District Executive Director, Interim Public Works Director, Utility District Engineer, Water Plant Superintendent, Palm Beach County Deputy Utilities Director, and Purchasing Director convened to review and discuss the responses to the City’s RFQ for development of a Water/Wastewater Master Plan. Also, Mr. Alan W. Russell, Director of Contract Oversight from the Inspector General’s Office was in attendance as an observer of the evaluation process and his positive observations are noted in the attached memorandum from the Inspector General.**

**The firms were evaluated and ranked based on the criteria established by the City’s RFQ which included the following considerations:**

- 1. Experience of firms and staff with similar projects (as noted herein) for governmental and private clients.**
- 2. Names and qualifications of those persons that will be assigned to work with or consult with the CITY of this project.**
- 3. Statement of local availability and degree of accessibility to the City relative to this project.**
- 4. Statement of firm’s ability to provide services during the construction phase.**
- 5. References (at least five (5) references, preferably South Florida governmental agencies). Reference to include agency, type of project, contact person, address and telephone number.**
- 6. W/MBE utilization and participation**
- 7. Anticipated amount of assigned projects to be performed by consultant’s staff.**

**After committee members had an opportunity to review each of the six (6) proposals received, the committee members met and discussed the particulars of each. The committee members**

shared their observations and evaluated and scored each response in accordance with their understanding of the evaluation criteria established in the City's public solicitation.

On August 2, 2011, the three (3) short-listed firms were invited to give oral presentations before the committee to discuss their experience of firms and staff with similar projects, qualifications of those persons that will be assigned to work with or consult with the Utility District on this project availability and degree of accessibility to the Utility District relative to this project, and anticipate amount of assigned projects to be performed by consultant's while assigned to this project.

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. The committee's consensus scoring rates the top firm to provide the services identified in the City's RFQ as Hazen & Sawyer, P.C., an Environmental Engineers & Scientists firm with an office in Boca Raton, Florida. The firm has substantial experience in providing the types of services identified in the City's RFQ.

In fact, the company has been awarded various contracts for a variety of projects with local municipalities throughout South Florida with several notable projects in Palm Beach County.

It is the majority consensus of the evaluation committee that the top ranked firm, Hazen & Sawyer, P.C., is recommended to develop a Water/Wastewater Master Plan for the City of Riviera Beach Utility District.

The approved FY2012 Capital Budget had allocated \$400,000 for the Utility Master Plan and \$300,000 for the Hydraulic Model Water/Sewer. The Consultant fee breakdown is:

Water/Wastewater Master Plan	\$237,500
Hydraulic Modeling (water distribution wastewater transmission systems)	\$261,490
Disinfection testing (sodium hypochlorite)	<u>\$ 35,280</u>
Total	\$534,270

Accordingly, and consistent with the requirements of the solicitation and Resolution No. 17-11UD, the District Staff has completed the contract negotiations with Hazen & Sawyer, P.C., approximately \$165,730 below budget projections, and recommends that the District Board approve the contract with attached fee schedule, in the not-to-exceed amount of \$534,270, for the development of a Water/Wastewater Master Plan for the City of Riviera Beach Utility District to Hazen and Sawyer, P.C., Environmental Engineers & Scientists.

**EXHIBIT A-1**

**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	<u>\$534,270</u>	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>\$534,270</u>	<u>0</u>	<u>0</u>	<u>0</u>

NO. ADDITIONAL FTE  
POSITIONS (Cumulative)

\_\_\_\_\_

Is Item Included In Current Budget?

Yes X No   

Budget Account No.: Fund 4.13 Dept/Division 1417 Org. 536-0 Object 3106

Reporting Category:

Recommended Sources of Funds/Summary of Fiscal Impact:

C. Utility District Fiscal Review:

*Louis C. Aurigemma*  
Louis C. Aurigemma, P.E., Executive Director

**III. REVIEW COMMENTS**

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

*[Signature]*  
Finance Department

\_\_\_\_\_  
Purchasing and Grants

B. Other Department Review:

\_\_\_\_\_  
Department Director

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING RECOMMENDATION OF STAFF AND AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A ONE-YEAR CONTRACT WITH HAZEN AND SAWYER, P.C. ENVIRONMENTAL ENGINEERS AND SCIENTISTS, OF BOCA RATON, FLORIDA, TO DEVELOP THE UTILITY SPECIAL DISTRICT WATER/WASTEWATER MASTER PLAN AS IDENTIFIED IN THE CITY'S RFQ NO. 299-11, IN AT AMOUNT NO TO EXCEED \$534,270; AND AUTHORIZING THE INTERIM DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 413-1417-536-0-3106; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the City of Riviera Beach Procurement Code, Request for Qualifications were advertised to solicit qualified professional engineering consultants to develop a Water/Wastewater Master Plan to define the short and long-range planning needs, operational and maintenance issues that impact the City of Riviera Beach Utility District; and

**WHEREAS**, six (6) firms submitted proposals which was publicly opened and announced and an evaluation committee consisting of the Utility District Executive Director, Interim Public Works Director, Utility District Engineer, Water Plant Superintendent, Palm Beach County Utilities Deputy Director and the Purchasing Director convened to review and discuss the responses to the City's RFQ for development of the Utility District Water/Wastewater Master Plan. After review of proposals, three (3) short-listed firms, namely AECOM, CDM and Hazen & Sawyer, P.C., were invited to give oral presentations before the committee; and

**WHEREAS**, Hazen and Sawyer, P.C., an Environmental Engineers & Scientists firm of Boca Raton, Florida, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications No. 299-11; and in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287-055), staff recommended that the Board authorize the negotiation of a contract and;

**WHEREAS**, on August 17, 2011, Resolution No. 018-11UD was submitted and approved by the District Board authorizing staff to negotiate a contract with Hazen and Sawyer Environmental Engineers and Scientists. This process has been completed by the District Staff; and it is our recommendation, that the District Board approves the Contract in an amount not to exceed \$534,270.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the contract between the City of Riviera Beach Utility Special District and Hazen and Sawyer, P.C., Environmental Engineers is approved for the development of the Water/Wastewater Master Plan.

**SECTION 2:** That the District Board Chairperson and District Clerk are authorized to execute the contract with Hazen and Sawyer, P.C., Environmental Engineers on behalf of the District.

**SECTION 3:** That the Interim Finance Director is authorized to make payment for same under Account Number 413-1417-536-0-3106 in the amount not to exceed \$534,270.

**SECTION 4:** This Resolution shall take effect upon its passage and approval by the Utility Special District Board.

**PASSED AND APPROVED this 16 day of November, 2011.**

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

UTILITY SPECIAL DISTRICT

APPROVED:

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

\_\_\_\_\_  
BILLIE E. BROOKS  
VICE CHAIRPERSON

\_\_\_\_\_  
CEDRICK A. THOMAS  
BOARD MEMBER

\_\_\_\_\_  
DAWN S. PARDO  
BOARD MEMBER

\_\_\_\_\_  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

J. DAVIS \_\_\_\_\_

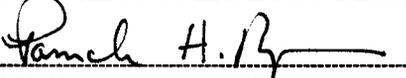
B. BROOKS \_\_\_\_\_

C. THOMAS \_\_\_\_\_

D. PARDO \_\_\_\_\_

S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/14/11

RESOLUTION NO. 18-11UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE EVALUATION COMMITTEE AND DISTRICT STAFF, TO NEGOTIATE A CONTRACT WITH HAZEN & SAWYER, P.C., AN ENVIRONMENTAL ENGINEERS & SCIENTISTS FIRM OF BOCA RATON, FLORIDA, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO DEVELOP THE UTILITY SPECIAL DISTRICT WATER/WASTEWATER MASTER PLAN AS IDENTIFIED IN THE CITY'S RFQ NO. 299-11; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in accordance with the City of Riviera Beach Procurement Code, Request for Qualifications were advertised in the "Legal Notices" Section of The Palm Beach Post on May 15, 2011 to solicit qualified professional engineering consultants to the development of a Water/Wastewater Master Plan to define the short and long range planning needs, operational and maintenance issues that impact the City of Riviera Beach Utility District; and

**WHEREAS**, on June 22, 2011, six (6) firms submitted proposals which was publicly opened and announced at 3:30 p.m. in the Council Chambers at City Hall. On July 19, 2011, an evaluation committee consisting of the Utility District Executive Director, Interim Public Works Director, Utility District Engineer, Water Plant Superintendent, Palm Beach County Utilities Deputy Director and the Purchasing Director convened to review and discuss the responses to the City's RFQ for development of the Utility District Water/Wastewater Master Plan. After review of proposals, three (3) short-listed firms namely AECOM, CDM, and Hazen & Sawyer, P.C., were invited to give oral presentations before the committee; and

**WHEREAS**, Hazen & Sawyer, P.C., an Environmental Engineers & Scientists Firm of Boca Raton, Florida, was selected as the top ranked firm to provide the services identified in the City Request for Qualifications No. 299-11; and in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066), staff recommends that the Board authorize the negotiation of a contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the Utility Special District of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to negotiate a contract with Hazen & Sawyer, P.C., for the development of a Water/Wastewater Master Plan for the City of Riviera Beach Utility District.

**SECTION 2:** This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 17<sup>th</sup> day of August, 2011.

UTILITY SPECIAL DISTRICT

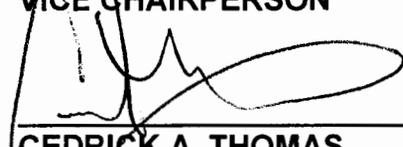
APPROVED:

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

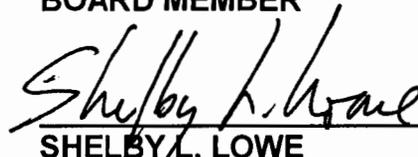
ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

  
\_\_\_\_\_  
BILLIE E. BROOKS  
VICE CHAIRPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
BOARD MEMBER

  
\_\_\_\_\_  
DAWN S. PARDO  
BOARD MEMBER

  
\_\_\_\_\_  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: D. Pardo

SECONDED BY: B. Brooks

J. DAVIS Nay

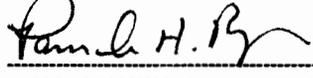
B. BROOKS Aye

C. THOMAS Nay

D. PARDO Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/15/11



**OFFICE OF INSPECTOR GENERAL  
PALM BEACH COUNTY**

**CONTRACT OVERSIGHT OBSERVATION  
(2011-O-0004)**

Sheryl G. Steckler  
Inspector General

*"Enhancing Public Trust in Government"*

**Date:** September 7, 2011  
**To:** Ruth Jones, City Manager  
**From:** Sheryl G. Steckler, Inspector General  
**Subject:** Riviera Beach Selection Committee:  
Request for Qualifications No. 299-11: Water/Wastewater Master Plan

Office of Inspector General's Contract Oversight staff attended the Water/Wastewater Master Plan selection committee meeting on July 19, 2011, and subsequently reviewed related documentation. The following observations are noted below.

The RFQ was clear, succinct, and addressed five basic elements (who, what, when, why, and how) that should be outlined within the RFQ. The RFQ included the following sections typically associated with an RFQ: Scope of Service, the City of Riviera Beach Utility District's Responsibilities (Background), Proposed Timeline/Schedule, Requirements for Submittal, Criteria to be included in the Statement of Qualifications, Evaluation Ranking Criteria and Scoring Weight, Proposal Evaluation Process, Payment Schedule, and the Basis for Award.

Each of the five selection committee members had technical knowledge of and experience in water/wastewater supply and treatment, water distribution, and wastewater collection. The Riviera Beach Purchasing Director, who was not a member of the committee, served as the selection committee facilitator, clarified committee member questions associated with the selection process, and when necessary guided committee discussions.

Three notable aspects that enhanced the objectiveness of the selection process were the inclusion of a subject matter expert from an outside Water Utility Department on the committee, a procurement professional as the facilitator, and work sheets and scoring matrixes (attached) used in the evaluation process. Moreover, throughout the selection process, each committee member participated in robust discussions about each of the proposals. The selection process was professional and objective.

A response to this Contract Oversight Observation is not required. If you have any questions or comments, please contact Alan Russell, Director of Contract Oversight at 233-2350.

**PURCHASING DEPARTMENT INTER-DEPARTMENTAL COMMUNICATION**

To: LOUIS C. AURIGEMMA, P.E., UTILITY DISTRICT EXECUTIVE DIRECTOR

Through: BENJAMIN GUY, PURCHASING DIRECTOR

From: PAMELA DALEY, SENIOR PROCUREMENT SPECIALIST



Date: AUGUST 05, 2011

**Subject: AWARD RECOMMENDATION: RFQ NO. 299-11 WATER/WASTEWATER MASTER PLAN FOR THE CITY OF RIVIERA BEACH UTILITY DISTRICT**

In accordance with the City of Riviera Beach Procurement Code request for qualifications were advertised in the "Legal Notices" section of the Palm Beach Post on **May 15, 2011** to solicit qualified professional engineering consultants for the development of a Water/Wastewater Master Plan to define the short and long range planning needs, operational and maintenance issues that impact the City of Riviera Beach Utility District.

Six (6) firms submitted proposals. Proposals were publicly opened and announced on June 22, 2011 at 3:30 p.m. in the Council Chambers (Please Refer to attached Tabulation).

On July 19, 2011, an evaluation committee consisting of the City of Riviera Beach Utility District Executive Director, Interim Public Works Director, Utility District Engineer, Water Plant Superintendent, Palm Beach County Deputy Utilities Director, and Purchasing Director convened to review and discuss the responses to the City's RFQ for development of a Water/Wastewater Master Plan. Also in attendance as an observatory of the evaluations process was Alan W. Russell, Director of Contract Oversight, a representative from the Palm Beach County Office of Inspector General.

The firms were evaluated and ranked based on the criteria established in the City's RFQ which included the following considerations:

1. Experience of firms and staff with similar projects (as noted herein) for governmental and private clients.
2. Names and qualifications of those persons that will be assigned to work with or consult with the CITY of this project.
3. Statement of local availability and degree of accessibility to the City relative to this project.
4. Statement of firm's ability to provide services during the construction phase.
5. References (At least five references, preferably South Florida governmental agencies). Reference to include agency, type of project, contact person, address and telephone number.
6. W/MBE utilization and participation (Schedules 1 and 2)
7. Anticipated amount of assigned projects to be performed by consultant's staff.

PAGE 2: EVALUATION COMMITTEE RECOMMENDATION: RFQ 299-11

After committee members had an opportunity to review each of the six (6) proposals received, the committee members met and discussed the particulars of each. The committee members shared their observations and evaluated and scored each response in accordance with their understanding of the evaluation criteria established in the City's public solicitation.

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

FIRM	RANKING	TOTAL AVERAGE SCORE OUT OF 125 POINTS
HAZEN & SAWYER	1	107.8
AECOM	2	97.2
CDM	3	90.0

On August 2, 2011, the three (3) short-listed firms were invited to give oral presentations before the committee to discuss their Experience of firms and staff with similar projects, qualifications of those persons that will be assigned to work with or consult with the CITY on this project, availability and degree of accessibility to the City relative to this project, firm's ability to provide services during the construction phase and anticipated amount of assigned projects to be performed by consultant's while assigned to this project.

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 150 POINTS
HAZEN & SAWYER	1	130.8
AECOM	2	119.6
CDM	3	114.8

Although **AECOM** and **CDM** are qualified to provide the required services, the Committee's consensus scoring rates the top firms to provide the services identified in the City's RFQ as Hazen & Sawyer.

Hazen & Sawyer an Environmental Engineers & Scientists firm with an office in Boca Raton, Florida. The firm has substantial experience in providing the types of services identified in the City's RFQ.

In fact, the company has been awarded various contracts for a variety of projects with local municipalities throughout South Florida with several notable projects in Palm Beach County. Including the following:

Client	Description
Sarasota County Environmental Services	Phillippi creek master Plan Septic System Replacement Project.
City of Boca Raton Utility Services Department	Wastewater Transmission System Master Plan.
Town of Jupiter	Water Master Plan 2007 and is scheduled to update it again in fiscal year 2012.

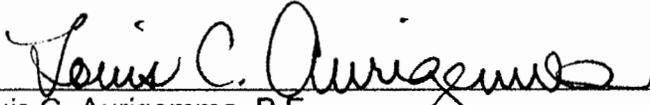
It is the majority consensus of the evaluation committee that the top ranked firm, Hazen & Sawyer, is recommended to develop a Water/Wastewater Master Plan for the City of Riviera Beach Utility District.

Accordingly, and consistent with the requirements of the solicitation, it is the consensus recommendation of the evaluation committee that the top ranked firm be recommended to the Utility District Board of Directors to begin negotiation to provide Engineering Services for the development of a Water/Wastewater Master Plan for the City of Riviera Beach Utility District.

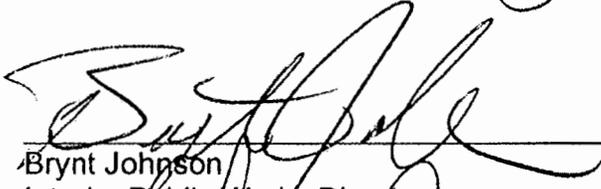
CC:

Ruth Jones, City Manager  
Gloria Shuttlesworth, Assistant City Manager  
Evaluation Committee Members  
Purchasing File

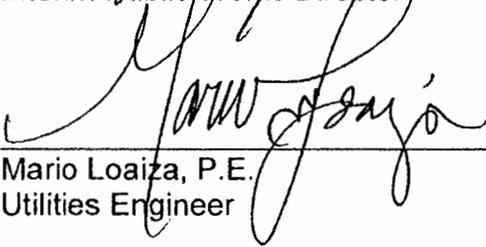
COMMITTEE MEMBERS



Louis C. Aurigemma, P.E.  
Utilities District Executive Director



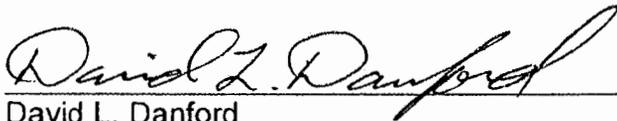
Brynt Johnson  
Interim Public Works Director



Mario Loaiza, P.E.  
Utilities Engineer



Brian A. Shields, P.E.  
Palm Beach County Utilities Deputy Director



David L. Danford  
Water Plant Superintendent



Pamela Daley,  
Senior Procurement Specialist



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT

August 4, 2011

Timothy A. Welch, P.E.  
Acting Director of Utilities  
City of Sunrise  
Sunrise, FL 33325

Dear Timothy Welch:

Patrick Davis of Hazen and Sawyer has submitted a request for qualification (RFQ) to provide Water/Wastewater Master Plan for the City of Riviera Beach Utility District; your name was given as a reference. Please complete this form and fax or email to Pamela Daley at 561-842-5105 or pdaley@rivierabch.com.

I would appreciate your response to the following questions:

1. How long ago were services rendered? 2008
2. What was the nature of the project? MASTER PLAN - SEWER PORTION
3. What was the end result:
 

a. Job completed on Time?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
b. Job completed at or under budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
c. Quality of equipment acceptable?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
4. How would you rate the overall competence of this company? (Check one.)  
Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
5. How would you rate the overall performance of this company? (Check one.)  
Outstanding  Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
 

a. Strengths	<u>Staff is very responsive, professional, courteous and most importantly competent.</u>
b. Weaknesses	<u>No weaknesses.</u>
7. If you had another project for which they were qualified, would you rehire them?  
Yes  No \_\_\_\_\_. If no, please state why. Definitely

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT

August 4, 2011

Karl C. Thompson, P.E.  
Assistant Director  
City of North Miami Beach Public Service Department  
North Miami Beach, FL 33162

Dear Karl Thompson:

Patrick Davis of Hazen and Sawyer has submitted a request for qualification (RFQ) to provide Water/Wastewater Master Plan for the City of Riviera Beach Utility District; your name was given as a reference. Please complete this form and fax or email to Pamela Daley at 561-842-5105 or pdaley@rivierabch.com.

I would appreciate your response to the following questions:

1. How long ago were services rendered? 1 yr

2. What was the nature of the project? Peak Flow Management Study

3. What was the end result:

- |                                      |                                      |                          |
|--------------------------------------|--------------------------------------|--------------------------|
| a. Job completed on Time?            | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| b. Job completed at or under budget? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| c. Quality of equipment acceptable?  | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

4. How would you rate the overall competence of this company? (Check one.)  
Outstanding \_\_\_\_\_ Good  Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

5. How would you rate the overall performance of this company? (Check one.)  
Outstanding \_\_\_\_\_ Good  Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):

- a. Strengths \_\_\_\_\_
- b. Weaknesses \_\_\_\_\_

7. If you ~~had another~~ project for which they were qualified, would you rehire them?  
Yes  No \_\_\_\_\_. If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT

August 4, 201

Albert J. Carb  
Public Works  
City of Fort Lauderdale  
Fort Lauderdale, FL 33301

Dear Albert Carbon:

Patrick Davis of Hazen and Sawyer has submitted a request for qualification (RFQ) to provide Water/Wastewater Master Plan for the City of Riviera Beach Utility District; your name was given as a reference. Please complete this form and fax or email to Pamela Daley at 561-842-5105 or pdaley@rivierabch.com.

I would appreciate your response to the following questions:

1. How long ago were services rendered? Hazen Sawyer has been the City's Water Consultant since my arrival in November 2004 and even before that we the City's water consultant since 2000 and wastewater between 1995 and 2000
2. What was the nature of the project? Water treatment and distribution design. Water system master planning.
3. What was the end result:
  - a. Job completed on Time? Yes
  - b. Job completed at or under budget? Yes
  - c. Quality of equipment acceptable? The quality of service was good. Yes No
4. How would you rate the overall competence of this company? (Check one.)  
Outstanding XXX Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
5. How would you rate the overall performance of this company? (Check one.)  
Outstanding XXX Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - a. Strengths Experience of firm and personnel in South Florida. Stability of personnel
  - b. Weaknesses None that come to mind
7. If you had another project for which they were qualified, would you rehire them?  
Yes XXX No \_\_\_\_\_. If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.

# *State of Florida*

## *Department of State*

I certify from the records of this office that HAZEN AND SAWYER, P.C. is a corporation organized under the laws of New York, authorized to transact business in the State of Florida, qualified on October 18, 1978.

The document number of this corporation is 841657.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 4, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Sixth day of January, 2011*



*Jennifer Kennedy*  
**Secretary of State**

Authentication ID: 800189595468-010611-841657

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# State of Florida

Board of Professional Engineers

**Hazel Ann Sawyer, P.E.**



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, as licensed under Chapter 471, Florida Statutes.

## Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201303065

CA. LIC. NO:

2771



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (703) 827-2277		FAX (A/C No.): (703) 827-2279
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 00001664		
<b>INSURED</b> Hazen & Sawyer, P.C. 498 Seventh Avenue New York NY 10018	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company		20443
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROFESSIONAL LIABILITY</b>			AEH 00 823 14 89	3/29/2011	3/29/2012	PER CLAIM 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> City of Riviera Beach City Clerk's Office 600 W. Blue Heron Blvd. Suite 140 Riviera Beach, FL 33404	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dan Knise/BHARRI
--	--





Better Business Bureau®

In Eastern North Carolina

## BBB BUSINESS REVIEW

**THIS BUSINESS IS NOT BBB ACCREDITED**

### Hazen & Sawyer, P.C . Environmental Engineers & Scientists

Phone: (919) 833-7152

Fax: (919) 833-1828  
 4011 Westchase Blvd Ste 500, Raleigh, NC 27607-3979  
 Send email to Hazen & Sawyer, P.C . Environmental Engineers & Scientists  
<http://www.hazenandsawyer.com>

**A+** On a scale of A+ to F  
 Reason for Rating  
 BBB Ratings System Overview

#### BBB Accreditation

Hazen & Sawyer, P.C . Environmental Engineers & Scientists is not BBB Accredited.

Businesses are under no obligation to seek BBB accreditation, and some businesses are not accredited because they have not sought BBB accreditation.

To be accredited by BBB, a business must apply for accreditation and BBB must determine that the business meets BBB accreditation standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses must pay a fee for accreditation review/monitoring and for support of BBB services to the public.

#### Reason for Rating

BBB rating is based on 16 factors. Get the details about the factors considered.

Factors that raised Hazen & Sawyer, P.C . Environmental Engineers & Scientists' rating include:

- Length of time business has been operating.
- No complaints filed with BBB.
- BBB has sufficient background information on this business.

#### Customer Complaints Summary

0 complaints closed with BBB in last 3 years   0 closed in last 12 months	
Complaint Type	Total Closed Complaints
Advertising / Sales Issues	0
Billing / Collection Issues	0
Problems with Product / Service	0
Delivery Issues	0
Guarantee / Warranty Issues	0

Total Closed Complaints

0

### Government Actions

BBB knows of no significant government actions involving Hazen & Sawyer, P.C . Environmental Engineers & Scientists.

What government actions does BBB report on?

### Advertising Review

BBB has nothing to report concerning Hazen & Sawyer, P.C . Environmental Engineers & Scientists' advertising at this time.

What is BBB Advertising Review?

### Additional Information

This firm is headquartered at 498 Seventh Avenue, 11th Floor, New York, NY 10018

BBB file opened: 03/03/2005  
Business started: 01/01/1951

#### Licensing

This company is in an industry that may require licensing, bonding or registration in order to lawfully do business. BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.

These agencies may include:

North Carolina Board of Examiners for Engineers & Surveyors  
4601 Six Forks Rd Ste 310  
Raleigh, NC27609-5210  
(919) 791-2000  
<http://www.ncbels.org>

BBB records show a license number of C-0381 for this company, issued by North Carolina Board of Examiners for Engineers & Surveyors. Their web address is <http://www.ncbels.org>.

#### Type of Entity

Professional Corporation

#### Contact Information

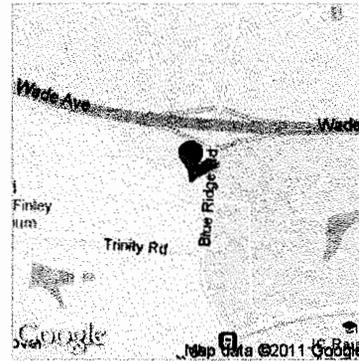
Primary Contact: Mr. Robert DiFiore (Vice President)

#### Number of Employees

150

#### Business Category

Engineering Consultants



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In Eastern North Carolina



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Type	Company Name	Address	
	HAZEN AND SAWYER	140 PORTO SALVO DR, ISLAMORADA, FL	<input type="button" value="Select"/>
	HAZEN & SAWYER PC	4110 SOUTHPOINT BLVD STE 219, JACKSONVILLE, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	4000 HOLLYWOOD BLVD STE 750, HOLLYWOOD, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	999 PONCE DE LEON BLVD STE 1150, CORAL GABLES, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	2201 CANTU CT STE 109, SARASOTA, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	4000 HOLLYWOOD BLVD STE 750, HOLLYWOOD, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	2101 NW CORPORATE BLVD STE 301, BOCA RATON, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	1905 S 25TH ST, FORT PIERCE, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	999 PONCE DE LEON BLVD STE 1150, CORAL GABLES, FL	<input type="button" value="Select"/>
Branch	HAZEN AND SAWYER, P.C.	1002 PRINCESS PALM BLVD, TAMPA, FL	<input type="button" value="Select"/>

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BOCA RATON, FL 334317343

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- Financial Stress Score
- Commercial Credit Score
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6:37:59 PM 8/23/2011

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	947 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	948 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	950 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	952 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	954 Course	Current 05/31/2011
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Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	956 Course	Current 05/31/2011
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Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	981 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	985 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE Course	<u><a href="#">HAZEN AND SAWYER, P.C.</a></u>	Primary	986 Course	Current 05/31/2011
<b>Main Address*:</b> 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021				
Engineers CE	<u><a href="#">HAZEN AND SAWYER,</a></u>		993	Current

Course

P.C.

Primary

Course

05/31/2011

**Main Address\*:** 4000 HOLLYWOOD BOULEVARD HOLLYWOOD, FL 33021

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License Location Address - This is the address where the place of business is physically located.

**Contact Us :: 1940 North Monroe Street, Tallahassee FL 32399 :: Call.Center@dbpr.state.fl.us :: Customer Contact Center:**  
850.487.1395

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## **Detail by Entity Name**

### **Foreign Profit Corporation**

HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC.

### **Filing Information**

**Document Number** P39966  
**FEI/EIN Number** 132969935  
**Date Filed** 07/27/1992  
**State** NY  
**Status** ACTIVE

### **Principal Address**

498 SEVENTH AVENUE  
ELEVENTH FLOOR  
NEW YORK NY 10018

Changed 01/19/2009

### **Mailing Address**

498 SEVENTH AVENUE  
ELEVENTH FLOOR  
NEW YORK NY 10018

Changed 01/19/2009

### **Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE FL 32301 US

Name Changed: 06/30/2005

Address Changed: 06/30/2005

### **Officer/Director Detail**

#### **Name & Address**

Title PRES

FAGAN, JAMES W  
498 SEVENTH AVENUE  
NEW YORK NY 10018

Title VDST

DIFIORE, ROBERT S  
498 SEVENTH AVENUE

NEW YORK NY 10018

Title VD

SMITH, ROBERT D  
179 DEGRAW STREET  
BROOKLYN NY 11231 US

Title VD

DAVIS, PATRICK A  
921 SOUTHEAST 8TH STREET  
FORT LAUDERDALE FL 33316 US

Title VD

BORS, GARY W  
2532 NORTHEAST 22ND AVENUE  
LIGHTHOUSE POINT FL 33064 US**Annual Reports****Report Year Filed Date**

2009	01/19/2009
2010	01/26/2010
2011	03/03/2011

**Document Images**

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## Detail by Entity Name

### Foreign Profit Corporation

HAZEN AND SAWYER, P.C.

### Filing Information

**Document Number** 841657  
**FEI/EIN Number** 132904652  
**Date Filed** 10/18/1978  
**State** NY  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 08/10/1987  
**Event Effective Date** NONE

### Principal Address

4000 HOLLYWOOD BOULEVARD  
SUITE 750N  
HOLLYWOOD FL 33021  
Changed 01/29/2007

### Mailing Address

4000 HOLLYWOOD BOULEVARD  
SUITE 705N  
HOLLYWOOD FL 33021  
Changed 01/29/2007

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE FL 32301 US

Name Changed: 06/30/2005

Address Changed: 06/30/2005

### Officer/Director Detail

#### Name & Address

Title VD  
DAVIS, PATRICK  
921 SOUTHEAST 8TH STREET  
FORT LAUDERDALE FL 33316

## Title VD

BORS, GARY W.  
2532 NORTHEAST 22ND AVENUE  
LIGHTHOUSE POINT FL 33064

## Title VP

COWGILL, JAMES T.  
2506 BARBARA DRIVE  
FORT LAUDERDALE FL 33316

## Title PD

FAGAN, JAMES W..  
498 7TH AVENUE, 11TH FLOOR  
NEW YORK NY 10018

## Title VDST

DIFIORE, ROBERT S.  
729 BENNINGTON DRIVE  
RALEIGH NC 27615

## Title VD

SMITH, ROBERT D  
179 DEGRAW STREET  
BROOKLYN NY 11231

## Annual Reports

### **Report Year Filed Date**

2009	01/19/2009
2010	01/26/2010
2011	01/04/2011

## Document Images

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State of Florida, Department of State

**ATTENTION RIVIERA BEACH**  
**RESIDENTS AND BUSINESS OWNERS**

The City of Riviera Beach Selection Committee will conduct evaluations for RFQ# 299-11: “Water/Wastewater Master Plan” on Tuesday, July 19, 2011 beginning at 1:00 p.m. in the Utility District’s Conference Room located at 800 West Blue Heron Boulevard, Riviera Beach, FL 33404. The below firms will be evaluated.

CDM 1601 Belvedere Road, Ste. 400E West Palm Beach, FL 33406	Hazen and Sawyer P.C. 2101 Corporate Blvd., Ste. 301 Royal Palm Beach, FL 33411
MWH 100 South Dixie Hwy., Ste. 300 West Palm Beach, FL 33401	AECOM 2090 Palm Beach Lakes Blvd. West Palm Beach, FL 33409
Carollo 8401 Lake Worth Rd., Ste. 250 Lake Worth, FL 33467	URS 7800 Congress Avenue, Ste. 200 Boca Raton, FL 33487

**Please govern yourselves accordingly.**

**Carrie E. Ward, MMC**  
**City Clerk**

- (e) References (At least five references, preferably South Florida governmental agencies). Reference to include agency, type of project, contact person, address and telephone number.
- (f) W/MBE utilization and participation (Schedules 1 and 2)
- (g) Anticipated amount of assigned projects to be performed by consultant's staff.

All firms shall have proper authorization to transact business in the State of Florida from the Secretary of State and be professionally registered in the State of Florida in the appropriate categories.

**2-6 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:

Criteria for Selection	Points Possible
1) Demonstrated capacity to complete projects on time and within budget constraints.	<b>25</b>
2) Quality and extent of firm's experience working with similar size utility operations. (Preferably Governmental)	<b>25</b>
3) Availability, education and experience of staff to be assigned to perform required work.	<b>20</b>
4) Amount of practical work experience in relation to required work assignments (i.e. environmental sciences, water supply, water treatment and distribution, wastewater collection and treatment, and pollution control.	<b>25</b>
5)65% or greater of work performed in house	<b>10</b>
Less than 65% of work performed in house	<b>5</b>
6)M/WBE Owned	<b>20</b>
Exceeding 15%	<b>15</b>
Meets 15%	<b>12</b>
> 15% participation	<b>9</b>
<b>Total Possible Points</b>	<b>125</b>



## Evaluation Committee

**RFQ NO 299-11**

**WATER/WASTEWATER MASTER PLAN FOR C.R.B. UTILITY DISTRICT**

**1<sup>ST</sup> MEETING**

**SCHEDULED FOR TUESDAY, JULY 19, 2011, 1:00 P.M. UNTIL 5:00 P.M. @  
UTILITY DISTRICT CONFERENCE ROOM**

- Name: Louis Aurigemma, Utilities District Executive Director  
Phone: (561) 845- 4185
- Name: Mario Loaiza, Utilities Engineer  
Phone: (561) 845-4054
- Name: Brynt Johnson, Public Works Director  
Phone: (561) 845-4083
- Name: Brian A. Shields, PBC Utilities Deputy Director  
Phone: (561) 493-6081
- Name: David Danford, Water Treatment Plant Supervisor  
Phone: (561) 845-4191
- Name: Benjamin Guy, Purchasing Director (Overseer Capacity)  
Phone: (561) 845-4180



## Evaluation Committee

**RFQ NO 299-11**

**WATER/WASTEWATER MASTER PLAN FOR C.R.B. UTILITY DISTRICT**

SCHEDULED FOR TUESDAY, JULY 19, 2011, 1:00 P.M. UNTIL 5:00 P.M. @  
UTILITY DISTRICT CONFERENCE ROOM

### SUBMITTALS FOR REVIEW

CDM 1601 Belvedere Road, Suite 400E West Palm Beach, FL 33406	Hazen and Sawyer P.C 2101 Corporate Blvd., Suite 301 Boca Raton, FL 33431
MWH 100 South Dixie Hwy., Ste. 300 West Palm Beach, FL 33401	AECOM 2090 Palm Beach Lakes Blvd. West Palm Beach, FL 33409
Carollo 8401 Lake Worth Rd., Ste. 250 Lake Worth, FL 33467	URS 7800 Congress Avenue, Ste. 200 Boca Raton, FL 33487



## REQUEST FOR QUOTATION (RFQ) EVALUATION PROCESS – INSTRUCTIONS

### Committee mission:

The selection committee will evaluate all proposals honestly and fairly. **The principle objective for this selection process is the identification of an experienced and qualified civil engineering firm for professional services pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act. More specifically, the selection process should yield a recommendation for a firm with relevant and current experience related to master plan development for water/wastewater operations similar in size and scope to that of Riviera Beach Utilities District.**

Each committee member must also evaluate the completeness of the written proposals by comparing required information listed in section 2-2, **“PROPOSAL REQUIREMENTS”**, of the RFQ with actual information provided with each written submittal.

**Each firm’s relevant experience executing similar projects of equal or greater magnitude along with qualifications of project team staff to be assigned to the project should be outlined in their organizational chart and matrix style schedule and are critical considerations for the selection process.**

Each committee member will score submittals using the two attached evaluation forms: one to evaluate criteria presented in the written proposal, one to evaluate oral presentations during short-list interviews. The committee shall shortlist a minimum of three (3) firms based upon the measure of highest average score for the written proposal. Shortlisted companies will be invited to make an oral presentation to the committee. Highest total average score (written proposal plus presentation) determines who we recommend to the City Council.

### Scheduled Selection Committee meetings:

Meeting Date	Event	Purpose
06/27/2011	Document Distribution	Distribute proposal submissions to each committee member for scoring. Each member receives a copy of the RFQ.
07/19/11	Committee Meeting	Committee meets to discuss proposals. Members should thoroughly review proposal prior to this meeting, make relevant notes and be prepared to provide input and assign scores.
08/02/2011	Shortlist selection	Purchasing will tabulate average scores for written proposals. At least three (3) firms will be short-listed to present oral presentations to the committee.
08/17/2011	Shortlist presentation	Consultants present to the selection committee.

**Please refer to your copy of the RFQ as a guide to the scoring process for each proposal.**

Once proposals have been received and it is clear which individuals and/or companies have responded, each member of the evaluation committee will be provided with a copy of each proposal and an appropriate scoring sheet/matrix by the committee chairperson or the Purchasing Director or his/her designee.

**INDIVIDUAL SCORING:** Evaluation committee members are provided with copies of the RFQ to begin their individual review of the proposals.

**Step One:** *Review all proposals.* Take notes, make comments or prepare questions for discussion. Do not score at this point.

**Step Two:** *Determine status.* Make an initial determination as to whether each proposal is "responsive" or "non-responsive." A "responsive" proposal conforms in all material respects to the RFQ. A proposal may be deemed "non-responsive" if any of the required information is not provided, the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ, or the proposal is clearly not within the scope of the project described and required in the RFQ. *Extreme care should be used when making this decision because of the time and cost that an offeror has put into submitting a proposal.* If a proposal is determined to be "non-responsive," it will not be considered further. The Purchasing Director and Finance Director will make the final determination of responsiveness. If a determination of non-responsiveness is made, written justification must be provided for this conclusion.

**Step Three:** *Score proposals.* Committee members should INDIVIDUALLY score the proposals based on the criteria established in the RFQ. Proposals must be evaluated solely on the stated criteria listed in the RFQ. Only material presented in the written proposals can be considered in the evaluation but references will be checked by a single source and provided to each member of the committee. Include a written justification for each scoring category. An approved scoring sheet/evaluation matrix will be provided to assist you in the process of awarding and totaling points. Advice may be sought from experts in the field; however, each committee member must take responsibility for his/her own score.

**EVALUATION COMMITTEE MEETINGS:** Once the proposals have been evaluated and scored by individual committee members, the entire committee will meet to discuss the proposals and arrive at the preliminary scoring.

**Step Four:** *Discuss proposals.* The full evaluation committee should discuss all aspects of the proposals so that there is a "unified understanding" of the criteria and corresponding responses. Individual scores may be adjusted at this point based upon discussion. The committee may tally the point assignments by the following methods: (1) consensus score, (2) a total of all of the points given by individual committee members, or (3) an average of the individual scores. Any method or combination of methods is acceptable.

**Step Five:** *Interview.* This step is optional. When interviews are deemed necessary, the Purchasing Department will issue a letter asking the offeror to attend the interview or give a presentation. This is an opportunity for both sides to explain their viewpoints. If an oral interview is pursued as an option, it must be so stated in the RFQ and scored according to stated criteria.

**Step Six:** *Discussion/Negotiation.* This step is also optional. If the committee is unsure of certain items or issues included in an RFQ response, it may request further clarification from the offeror. The Purchasing Department will distribute clarification questions. Responses will be returned to the Purchasing Department and submitted to the evaluation committee.

**Step Seven:** *Best and Final Offer.* This is optional. A letter asking the offeror to submit a "Best and Final Offer" may be issued by the Purchasing Department at the request of the evaluation committee. Once a "Best and Final Offer" is received, the committee will evaluate it in the same manner as the original proposal. Unless the RFQ so states, a "Best and Final Offer" may not be requested from the offeror on price alone.

**Step Eight:** *Recommendation.* The full evaluation committee makes a written recommendation to the City Manager as to whom the contract should be awarded. This written recommendation should contain scores, justification and rationale for the decision, along with any other variables that may have been considered.

If approved by the City Manager, this recommendation will be formalized in a resolution to the City Council asking for the approval or rejection of the committee's recommendation. Individual scoring sheets must be provided to the Purchasing Department at the end of the evaluation process. If consensus scoring is used, the consensus score sheets and any other material relating to the evaluation process must be turned in to the Purchasing Department.

**BALANCE OF PAGE LEFT INTENTIONALLY BLANK**

## **SAMPLE RFQ SCORING GUIDE FOR COMMITTEE EVALUATIONS**

A maximum total number of points available will be set out in the RFQ's evaluation criteria section. Each category of evaluation criteria will be broken down further with points assigned to each. In awarding these points, please consider the following guidelines:

**Superior Response:** A superior response will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFQ category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

**Very Good Response:** A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFQ. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

**Good Response:** A good response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

**Fair Response:** A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

**Poor Response:** A poor response minimally meets most requirements set forth in the RFQ. The offeror has demonstrated knowledge of the subject matter only.

**Failed Response (no points awarded):** A failed response does not meet the requirements set forth in the RFQ. The offeror has not demonstrated knowledge of the subject matter.

**RFQ NO 299-11  
WATER/WASTEWATER MASTER PLAN FOR C.R.B. UTILITY DISTRICT**

**Proposal Evaluation**

**Name of committee member:** \_\_\_\_\_

**Name of offeror/firm:** \_\_\_\_\_

	Poor		Superior	
<u>Ability and capacity to perform (25 possible points)</u>				
• Demonstrated capacity to complete projects on time and within budget constraints.	5	10	15	20 25
<u>Quality:</u>				
• Quality and extent of firm's experience working with similar size utility operations. (Preferably Governmental)	5	10	15	20 25
<u>Availability:</u>				
• Availability, education and experience of staff to be assigned to perform required work.	4	8	12	16 20
<u>Work Experience:</u>				
• Amount of practical work experience in relation to required work assignments (i.e. environmental sciences, water supply, water treatment and distribution, wastewater collection and treatment, and pollution control.	5	10	15	20 25
• 65% or greater of work performed in house				10
• Less than 65% of work performed in house				5
<u>Level of M/WBE Participation (20 possible points)</u>				
<b>Minority/Women Business Enterprise Participation Goal Achieved:</b>				
M/WBE Owned				20
Exceeding 15%				15
Meets 15%				12
< 15% participation				9

**Total Evaluation Points  
(125 possible points) \_\_\_\_\_**

**Remarks:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



RFQ #299-11 WATER / WASTEWATER MASTER PLAN FOR C.R.B. UTILITY DISTRICT

CLOSE DATE: WEDNESDAY, JUNE 22, 2011 AT 3:30 PM

DESCRIPTION	CDM 1601 Belvedere Road, Suite 400E West Palm Beach, Florida 33406	Hazen and Sawyer P.C 2101 Corporate Blvd., Suite 301 Boca Raton, Florida 33431	MWH 100 South Dixie Highway, Suite 300 West Palm Beach, Florida 33401
Required Number of Copies	YES 1 - Original; 5 - Copies	YES 1 - Original; 5 - Copies	YES 1 - Original; 5 - Copies
DESCRIPTION	AECOM 2090 Palm Beach Lakes Blvd. West Palm Beach, Florida 33409	Carollo 8401 Lake Worth Road, Suite 250 Lake Worth, Florida 33467	URS 7800 Congress Avenue, Suite 200 Boca Raton, Florida 33487
Required Number of Copies	YES 1 - Original; 5 - Copies	YES 1 - Original; 5 - Copies	YES 1 - Original; 5 - Copies

# HAZEN AND SAWYER

Environmental Engineers & Scientists

Hazen and Sawyer, P.C.  
2101 Corporate Boulevard  
Boca Raton, FL 33431  
561 997-8070  
Fax: 561 997-8159

August 30, 2011

Ms. Pam Daley, Senior Procurement Specialist  
City of Riviera Beach Purchasing Department  
2391 Avenue L  
Riviera Beach, Florida 33404



Hazen and Sawyer, P.C.  
**Boca Raton Office**

Dear Ms. Daley:

Per your request, this letter provides your department with the information requested on Monday, August 29 regarding Hazen and Sawyer's office location in Boca Raton, Florida, as well as information on the location of our corporate headquarters and regional offices. We have a total of thirty-one (31) offices located throughout the United States, eight of which are located in the state of Florida. Our Boca Raton, corporate and regional office addresses are listed below.

Our Palm Beach County office was officially opened in 1980 and relocated to **Boca Raton** in 1990. Our Boca Raton office is located at:

Hazen and Sawyer, P.C.  
2101 N.W. Corporate Boulevard  
Boca Corporate Center, Suite 301,  
Boca Raton, FL 33431

Hazen and Sawyer's **Corporate Headquarters** are located at:

Hazen and Sawyer, P.C.  
498 Seventh Avenue, 11<sup>th</sup> Floor  
New York, NY 10018  
800-858-9876

Hazen and Sawyer's **Southeast Regional** office in Hollywood is headquarters for Florida, Central and South America and is located at:

Hazen and Sawyer, P.C.  
4000 Hollywood Boulevard, Suite 750N  
Hollywood, FL 33021

Page 1 of 2

# HAZEN AND SAWYER

*Pam Daley*  
*August 30, 2011*

Attached with this letter is a copy of our Palm Beach County business license.

Should you require any additional information, please do not hesitate to contact me at this office.

Very truly yours,

**HAZEN AND SAWYER, P.C.**



Patrick A. Davis, P.E.  
Vice President

*Attachment*

c: *D. Burden, H&S*



**ANNE M. GANNON** P.O. Box 3353, West Palm Beach, FL 33402-3353  
 CONSTITUTIONAL TAX COLLECTOR www.taxcollectorpbc.com Tel: (561) 355-2272  
 Serving Palm Beach County

**"LOCATED AT"**  
 2101 NW CORPORATE BLVD #301  
 BOCA RATON, FL 33431-7343

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0016 ENGINEER BUSINESS	HAZEN AND SAWYER P C	EB0002771	U11.435881 - 08/16/11	\$66.00	B-40280054

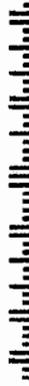
This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 199514009  
 EXPIRES: SEPTEMBER 30, 2012**

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

HAZEN AND SAWYER PC  
 HAZEN AND SAWYER PC  
 2101 NW CORPORATE BLVD STE 301  
 BOCA RATON, FL 33431-7343



LOCAL BUSINESS TAX  
RECEIPT # 11 00021047

HAZEN AND SAWYER, P.C.  
BURDEN, DANIEL G.  
2101 NW CORPORATE BLVD 301

HAZEN AND SAWYER, P.C.  
2101 NW CORPORATE BLVD 301  
BOCA CORPORATE CENTER  
BOCA RATON FL 33431

CITY OF BOCA RATON  
BUSINESS TAX AUTHORITY  
201 WEST PALMETTO PARK ROAD  
BOCA RATON, FLA. 33432-3795

BUSINESS TAX RECEIPT  
CERTIFICATE OF USE  
EXPIRES: 9/30/11

**THIS IS NOT A BILL**

Any changes in name, address,  
suite, ownership, etc. will require  
a new application within 15 days to  
avoid penalty or the license is  
null and void

Business Tax fee: 105.00  
Penalty fee: .00  
Late fee: .00  
Additional fee: .00  
Transfer fee: .00  
**Total paid: 105.00**

has paid the business tax at the above address for the period  
beginning the 1st day of October and ending the 30th day of  
September to engage in the business, profession or occupation of:

Class: ENGINEER, PROFESSIONAL

**CONTRACT BETWEEN  
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT  
AND  
HAZEN AND SAWYER, P.C., ENVIRONMENTAL ENGINEERS & SCIENTISTS  
FOR  
PROFESSIONAL ENGINEERING SERVICES – WATER/WASTEWATER MASTER PLAN**

**THIS CONTRACT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Riviera Beach Utility Special District, Florida, (hereinafter referred to as “DISTRICT”) and HAZEN AND SAWYER, P.C., ENVIRONMENTAL ENGINEERS & SCIENTISTS, a Florida Corporation whose office is in Boca Raton, Florida and whose Federal Identification number is 13-2969935 (hereinafter referred to as “ENGINEER”).

**WHEREAS**, it has been determined that it is advisable and desirable to employ a regionally recognized firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing professional engineering planning and design services required in conjunction with the development of a Water/Wastewater Master Plan for the Utility District; and

**WHEREAS**, the DISTRICT, in accordance with the Consultant’s Competitive Negotiation Act, has selected the ENGINEER to be the most qualified firm; and

**WHEREAS**, the DISTRICT is now desirous of contracting with ENGINEER to provide 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 – SCOPE OF SERVICES**

This Scope of Services had been prepared with the objective of providing the DISTRICT with a comprehensive Master Plan that includes the identification of required capital improvements pertaining to water treatment (including water testing with the new sodium hypochlorite disinfectant), water storage and distribution (including system hydraulic modeling), water facility security, and identified wastewater capital components pertaining to wastewater transmission (including system hydraulic modeling), and related pumping facilities as more particularly described in **EXHIBIT “1” (attached)**.

**ARTICLE 2 – DISTRICT RESPONSIBILITIES**

**DISTRICT SHALL:**

- A. Provide complete and detailed information as to its requirements for the 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 the Project.

- C. Furnish to ENGINEER, as required by for the performance of the Project, 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; photogram metric 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 DISTRICT 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 DISTRICT'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 DISTRICT'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 DISTRICT 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 3 – PERIOD OF SERVICE**

This is a Lump Sum Contract not to exceed **\$534,270.00**. It is mutually agreed by DISTRICT and ENGINEER that this Contract is for a period of one year (365 days).

**ARTICLE 4 – PAYMENTS TO ENGINEER**

- a. ENGINEER shall invoice the CITY not more frequently than monthly for services that have been rendered in conformity with this Contract. The CITY'S representative shall review each invoice and then forward each

invoice to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

- b. Final Invoice - In order for both parties herein to close their books and records, ENGINEER will clearly state "final invoice" on the ENGINEER's final/last billing to the CITY. This certifies that all Services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the ENGINEER.
- c. If the CITY fails to make any payment due the ENGINEER for services and expenses under this Contract or a WORK ORDER within forty-five (45) days after the ENGINEER's transmittal of its invoice to the CITY, the ENGINEER may, after giving notice to the CITY, suspend services under this Contract or the WORK ORDER in question until it has been paid in full all amounts due.
- d. If the CITY disputes any invoice or part of an invoice, CITY shall notify ENGINEER of such dispute within fifteen (15) days of receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to ENGINEER in accordance with the terms and conditions of this Contract.

#### **ARTICLE 5 - 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 DISTRICT 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 DISTRICT shall exercise its right under this Article within three (3) years following final payment.

#### **ARTICLE 6 - TERMINATION**

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notice to the DISTRICT'S representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Contract through no fault of the ENGINEER; provided the DISTRICT fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the DISTRICT, 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 DISTRICT'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT 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 DISTRICT in the format acceptable to DISTRICT.
- 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 DISTRICT 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 7 - 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 DISTRICT.

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 DISTRICT 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 DISTRICT.

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

#### **ARTICLE 8 - SUBCONTRACTING**

The DISTRICT 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 DISTRICT.

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 9 - 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 DISTRICT has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the DISTRICT'S policy, the ENGINEER further agrees to hire minority sub-consultants to work on this project.

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

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

#### **ARTICLE 10- FEDERAL AND STATE TAX**

The DISTRICT is exempt from payment of Florida State Sales and Use Tax. The DISTRICT 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 DISTRICT, nor is the ENGINEER authorized to use the DISTRICT'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 11- INSURANCE**

- A. Prior to execution of this Contract by the DISTRICT, 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 DISTRICT'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 claim/annual aggregate.
- 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 DISTRICT.

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

#### **ARTICLE 12 - INDEMNIFICATION**

The ENGINEER shall indemnify and save harmless the DISTRICT, its employees from and against liability, losses, which 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, where recoverable by law. 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 DISTRICT, 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 DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 14 – DISPUTE RESOLUTION AND VENUE**

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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 15 - REMEDIES**

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

## **ARTICLE 16 - CONFLICT OF INTEREST**

The 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 DISTRICT'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 DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the ENGINEER. The DISTRICT 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 DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the DISTRICT 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 DISTRICT by the ENGINEER under the terms of this Contract.

## **ARTICLE 17 – 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 DISTRICT 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 DISTRICT'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 DISTRICT or its employees, or by any other ENGINEER employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the ENGINEER'S control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

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

## **ARTICLE 18 - INDEBTEDNESS**

The ENGINEER shall not pledge the DISTRICT'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 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The ENGINEER shall deliver to the DISTRICT'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared for the DISTRICT 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 DISTRICT 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 DISTRICT'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 DISTRICT'S expense shall be and remain the DISTRICT'S property and may be reproduced and reused at the discretion of the DISTRICT. The DISTRICT shall hold the ENGINEER harmless should the DISTRICT use any of the ENGINEER'S work products for a purpose other than that intended by the ENGINEER.

The DISTRICT 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 20 - 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 DISTRICT. 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 DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

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

## **ARTICLE 21 - 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 22 - 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 DISTRICT 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 23 - 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 24 - ENFORCEMENT COSTS**

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

## **ARTICLE 25 - AUTHORITY TO PRACTICE**

The 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 DISTRICT'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 DISTRICT agency.

## **ARTICLE 26 - SEVERABILITY**

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

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the 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 28 - MODIFICATIONS OF WORK**

The DISTRICT 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 DISTRICT'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 DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall affect the ENGINEER'S ability to meet the completion dates or schedules of this Contract.

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

If the DISTRICT elects to make the change, the DISTRICT 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 DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT or its designated representative.

**ARTICLE 29 - NOTICE**

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

**CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT  
c/o LOUIS C. AURIGEMMA, P.E., EXECUTIVE DIRECTOR  
600 W. BLUE HERON BOULEVARD  
RIVIERA BEACH, FL 33404**

and if sent to the ENGINEER shall be mailed to:

**PATRICK A. DAVIS, P.E., VICE PRESIDENT  
HAZEN AND SAWYER, P.C., ENVIRONMENTAL ENGINEERS & SCIENTISTS  
2101 CORPORATE BOULEVARD  
BOCA RATON, FL 33431**

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL CONTRACT**

The DISTRICT 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 31 – WAIVER**

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

### **ARTICLE 32 - PREPARATION**

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

### **ARTICLE 33 - 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 DISTRICT may at its option and without notice terminate this Contract.

### **ARTICLE 34 - 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, Patrick A. Davis, P.E., Vice President, hereby represents to the DISTRICT 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 35 - 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 36 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of the Contract, Exhibit "1", and RFQ No. 299-11. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 299-11. To the extent there exists a conflict between this Contract and RFQ NO. 299-11, 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 37 - LEGAL EFFECT**

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

### **ARTICLE 38 - 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 39 – 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 40 - 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 DISTRICT 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 DISTRICT of the occurrence of any event of default within ten (10) days of the ENGINEER'S receipt of notice of any such default.

### **ARTICLE 41 - WAIVER OF SUBROGATION**

The ENGINEER hereby waives any and all rights to Subrogation against the DISTRICT, 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 42 - RIGHT TO REVIEW**

The DISTRICT, by and through its Risk Management Department, in cooperation with the Contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The DISTRICT 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 43 -REUSE OF DOCUMENTS**

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Contract are instruments of the ENGINEER's services with respect to the Project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the Project or any other project. Any reuse of said documents will be at DISTRICT's sole risk and without liability or legal exposure to ENGINEER, and DISTRICT 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 DISTRICT.

**ARTICLE 44 - 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, the ENGINEER'S opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent the ENGINEER's 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 its representatives. If prior to the Biding or Negotiating Phase, DISTRICT wishes greater assurance as to Project or Construction Cost the DISTRICT shall employ an independent cost estimator.

**SIGNATURES ON FOLLOWING PAGE**

**CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

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

DISTRICT: CITY OF RIVIERA BEACH USD

ENGINEER: HAZEN AND SAWYER ENVIRONMENTAL  
ENGINEERS & SCIENTISTS

BY: \_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

BY: \_\_\_\_\_  
PATRICK A. DAVIS, P.E.  
VICE PRESIDENT

ATTEST:

BY: \_\_\_\_\_  
CARRIE E. WARD, MMC,  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
PAMALA H. RYAN,  
DISTRICT ATTORNEY

BY: \_\_\_\_\_  
LOUIS C. AURIGEMMA, P.E.  
EXECUTIVE DIRECTOR OF UTILITY DISTRICT

DATE: \_\_\_\_\_

# EXHIBIT “1”

## THE CITY OF RIVIERA BEACH UTILITY DISTRICT

### WATER AND WASTEWATER MASTER PLAN

#### SCOPE OF SERVICES

##### **Background**

The Riviera Beach Utility District (herein referred to as the **UTILITY DISTRICT**) owns, operates, and maintains water and wastewater facilities which serve the corporate limits of the City of Riviera Beach, the Town of Palm Beach Shores, a portion of the City of West Palm Beach, and unincorporated Palm Beach County land in the Grammercy Park area. The water facilities include the raw water supply wells, the water treatment plant (WTP), the distribution system, storage and re-pumping facilities which provide drinking water to a population of approximately 31,500 in the District’s 9.5 square mile service area. The **UTILITY DISTRICT** also owns, operates and maintains wastewater facilities in same general service area which include a gravity collection sewer system, manholes, wastewater pumping stations, and transmission mains. The **UTILITY DISTRICT** desires to retain an engineering consultant to assist with the development of a needed water and wastewater master plan that will define both short and long range planning goals, and identify the operational and maintenance needs of the **UTILITY DISTRICT**.

This Scope of Services had been prepared with the objective of providing the **UTILITY DISTRICT** with a comprehensive Master Plan that includes the identification of required capital improvements pertaining to water treatment, water storage and distribution, water facility security, and identified wastewater capital components pertaining to wastewater transmission, and related pumping facilities. A task effort developed for each project element, as identified below, is provided in this Scope of Services and will be utilized for the purpose of preparing the District-wide Water and Wastewater Master Plan.

Task A.1 – Project Kickoff and Strategy Workshop

Task A.2 – Water Treatment Facilities Evaluation

Task A.3 – Water Recommendations

Task A.4 – Wastewater Service Area and Flow Projections

Task A.5 – Wastewater Regulatory Overview

Task A.6 – Wastewater Transmission System Renewal & Replacement Evaluation

Task A.7 – Wastewater Recommendations

Task A.8 – Project Implementation Plan

Task A.9 – Financial Considerations

Task A.10 – Master Plan Final Report

Task B – Water Distribution System Hydraulic Modeling

Task C – Wastewater Transmission System Hydraulic Modeling

Task D – Disinfection Testing

## Task A.1 – Project Kickoff and Strategy Workshop

Hazen and Sawyer, P.C. (**H&S**) will organize and lead a project kickoff meeting and strategy workshop between **UTILITY DISTRICT** staff and key senior engineers on the project team that have local and recent experience in the south Florida utility field. During this meeting, the overall work plan and schedule will be discussed, lines of communication will be established, and data needs will be assessed. The **UTILITY DISTRICT** will provide **H&S** with required data within the first four weeks of receipt of a Project Notice-to-Proceed. Data that is anticipated to be required, but is not limited to, includes the following:

- a. Service area maps, water/sewer atlases, and any reference maps (paper/electronic)
- b. Record drawings of existing facilities and infrastructure;
- c. Shop drawings and/or vendor O&M manuals of existing equipment;
- d. Pump curves for water treatment plant high service pumps and remote storage facility pump stations;
- e. Monthly wastewater flows to the West Palm Beach East Central Regional Water Reclamation Facility (ECR) for the past 5 years;
- f. SCADA data for wastewater transmission systems;
- g. Pump curves for wastewater pumping stations;
- h. GIS shape files including piping layers w/ attributes, parcel layers, service area boundaries for water and wastewater, basin maps for wastewater collection systems, and point layers w/ attributes;
- i. Water and sewer customer account files and database; and
- j. Water production reports – raw versus finished, for the past 5 years.

The strategy workshop will focus on the development of efficient means to quickly evaluate planning level alternatives that will lead to cost effective solutions for the **UTILITY DISTRICT**. Some of the components to be developed from this workshop will include:

- Identification and prioritization of known “problem areas” to be evaluated as part of the water and wastewater modeling efforts;
- Gain consensus on the approach to utilize for the evaluation and comparison of potential alternatives; and
- Identify criteria that can be utilized for performing criticality assessments of improvement projects recommended by this master plan.

**H&S** will prepare and submit minutes describing the results of this kickoff meeting and the strategy workshop conducted as part of this task effort. Key elements and strategies identified as part of this workshop will be included in the Master Plan Final Report.

## **Task A.2 – Water Treatment Facilities Evaluation**

The **UTILITY DISTRICT's** water treatment plant, originally constructed in 1958, has a design capacity of 17.5 mgd. The facility is permitted by the Florida Department of Environmental Protection (FDEP) as a community type Public Water System (PWS) system with PWS identification number of 4501229. The treatment facilities consist of four packed tower scrubbers, three lime softening clarifiers (Accelerators), sixteen filters divided into two filter banks, two interconnected clearwells, two vertical turbine pumps used for backwash and transferring water storage, and seven vertical turbine high service pumps to convey treated water to the distribution system.

Based upon current (and forecasted) water demand and the assumed water use permit increase in the Biscayne Aquifer allocation, the **UTILITY DISTRICT** likely has sufficient treatment capacity to meet the maximum day demand over the next 20 years. Consequently, the scope of services for this Water and Wastewater Master Plan will not include the identification of any capacity improvements at the water treatment plant. Furthermore, the **UTILITY DISTRICT** reports that the water treatment plant produces finished water that meets all current regulations.

### **Task A.2.1 Limited Bench-Scale Testing**

This task is directed toward conducting bench scale testing at the WTP for the purpose of identifying operational changes that can possibly improve treatment efficiency and optimize the overall chemical usage in the treatment process. Testing included as part of this master planning is identified below.

**H&S** will conduct limited bench-scale testing at the **UTILITY DISTRICT's** Water Treatment Plant to assess the following:

- a. Identify major plant process equipment (and materials such as filter media) that are in need of repair, replacement, and/or automation based on visual observation and review existing available water quality data;
- b. Identify operational changes that may possibly reduce operating costs.

**H&S** will provide an on-site trailer type mobile laboratory for conducting the bench scale testing at the WTP. **H&S** will develop a bench-scale jar testing procedure that simulates the WTP. A testing schedule will be submitted to the **UTILITY DISTRICT** for review approximately 3 weeks prior to implementation.

**H&S** will assess certain filter performance parameters in accordance with the American Water Works Association document titled *Filter Evaluation Procedures for Granular Media* (hereinafter, *Filter Evaluation*). Up to three filters will be selected for bench scale testing based on discussions with **UTILITY DISTRICT** staff. Filter testing procedures will include the following:

- Filter Run Hours Analysis (per Chapter 5 of *Filter Evaluation*)
- Physical Observations (per Chapter 6 of *Filter Evaluation*)

- Backwash Observations (per Chapter 7 of *Filter Evaluation*)
- Turbidity Analysis (per Chapter 13 of *Filter Evaluation*)
- Mudball Analysis (per Chapter 14 of *Filter Evaluation*)
- Sieve Testing (per Chapter 16 of *Filter Evaluation*)

**H&S** will also conduct limited bench-scale testing to evaluate the effects of changing current lime and polymer dosages (used in the WTP) to assess the feasibility of plant performance and reducing chemical operating costs.

Results of the filter media evaluation, and the evaluation of changing current lime and polymer dosages will be summarized in a Draft Technical Memorandum that includes recommendations on capital improvements and operational changes at the WTP. This draft memorandum will be prepared and submitted to the **UTILITY DISTRICT** staff for review and comment. A review meeting will be held with **UTILITY DISTRICT** staff within two weeks of submission to discuss comments. Comments received at the review meeting will be documented in meeting minutes and incorporated into a Final Technical Memorandum. Recommendations from this Technical Memorandum will be incorporated into an appropriate chapter of the Master Plan Final Report.

**Deliverables:**

- Draft Technical Memorandum
- Final Technical Memorandum

**Task A.2.2 Site Security Improvements**

The **UTILITY DISTRICT** desires an evaluation of site security considerations at the WTP and water storage locations. **H&S** will provide a site security assessment that includes the following elements:

- Meet with **UTILITY DISTRICT** personnel to review overall WTP site and security provisions and discuss related concerns, priorities, and preferences.
- Review existing water vulnerability assessment documents, if available.
- Evaluate the current lime delivery traffic flow pattern involving truck access between the WTP western perimeter fence and the Florida East Coast Railway tracks. Assess possible improvements to enhance security associated with lime deliveries at the WTP.
- Conduct one site visit to each of the **UTILITY DISTRICT's** potable water storage facilities to assess existing security provisions and evaluate the possible implementation of additional security provisions that may be warranted.
- Review Human-Machine Interface (HMI) software configuration and network arrangements to assess potential security concerns. Evaluate the need for possible modifications to enhance security.
- Develop alternatives for possible improvements, including costs estimates. Provide a prioritization for improvements based on risk (likelihood and consequence of attack) as

well as a phased implementation approach.

Items and/or assistance to be provided by the **UTILITY DISTRICT** include the following:

- Available plans, specifications, and as-built drawings for existing facilities and infrastructure.
- Existing water vulnerability assessment documents, if available.

### **Task A.2.3 Regulatory Driven Improvements**

Based upon the findings of the regulatory review compliance study (prepared by the **UTILITY DISTRICT's** consultant), capital and/or operating improvements to the WTP needed for compliance with existing regulations will be identified in the Master Plan Final Report. This task assumes that the water use permit application for an increase in the Biscayne Aquifer allocation will be approved and the **UTILITY DISTRICT** will continue to use lime softening treatment over the twenty year planning period. The evaluation of alternative treatment technologies and water sources are excluded from the scope of this master plan.

**H&S** will develop a list of potential capital improvement projects along with an opinion of probable project cost for each identified project. A brief conceptual description of each project will be provided. Graphics illustrating the proposed project will be limited to an overall site plan that identifies locations on the WTP site for construction of the recommended projects. Findings and recommendations from the above will be incorporated into an appropriate chapter of the Master Plan Final Report.

### **Task A.2.4 Renewal and Replacement Improvements**

**H&S** will assemble a team of engineers with expertise in structural, electrical, instrumentation, and mechanical engineering along with a process engineer. This team will conduct a one day site visit at the WTP to review existing facilities with **UTILITY DISTRICT** operations and maintenance personnel.

Based on field reviews of the WTP facilities, **H&S** will develop a Microsoft Excel spreadsheet list of major water treatment above ground infrastructure (e.g., pump, motors, treatment unit rake mechanisms, filter media, filter controls, chemical systems, diesel engine generators, etc.). The list will also include the following information, if available:

- Equipment name;
- Equipment tag number;
- Location;
- Year installed;
- Estimate the expected equipment life based upon values in published literature and agreed upon by **UTILITY DISTRICT**;
- Estimate the remaining useful lives of major equipment and facilities on the basis of age;

- Estimate the cost of anticipated equipment replacement expenditures; and
- Calculate annual equipment replacement funding requirements over the next years.

Buried infrastructure and piping condition will not be physically evaluated as part of this task effort. A limited assessment of onsite WTP piping will be performed based on available information provided by the **UTILITY DISTRICT**. The **UTILITY DISTRICT** will provide information on the onsite WTP piping infrastructure regarding material type and age that will be utilized by **H&S** for the purpose of evaluating useful life based on industry guidelines.

Salvage value will be assumed to be zero. Estimating the costs of routine maintenance, such as oil changes, lubrication, belt adjustments, etc. will not be included as part of this task effort. The findings and recommendations from the above will be incorporated into an appropriate chapter of the Master Plan Final Report.

### **Task A.3 – Water Recommendations**

Under this task, a summation and consolidation of the recommended water related improvements and their associated costs will be compiled. These improvements will be broken down by infrastructure area, as follows:

- supply,
- treatment, and
- distribution

Water supply improvements will consist of those recommendations identified by the **UTILITY DISTRICT** in previously prepared engineering documents submitted as part of the City's Water Use Permit Application. Treatment improvement costs will consist of those improvements identified as part of the water treatment facilities evaluation task effort. Additionally, **H&S** will prepare planning level cost estimates for additional improvements required for the implementation of fluoridation facilities at the WTP. Water distribution system improvement costs will include those identified in the water distribution system hydraulic modeling task effort.

Additionally, identified improvements will be further categorized by improvement type, as follows:

- capacity improvements,
- regulatory improvements, and
- renewal and replacement improvements.

Each project will be assigned a unique project identification number to facilitate with the development of the program financial plan.

#### **Task A.4 – Wastewater Service Area and Flow Projections**

Geographic information system (GIS) data coverage shape files obtained from the **UTILITY DISTRICT** will be utilized for defining the wastewater service area, defining layouts of the transmission system and attribute information, and defining the locations of valves, meters, and pump stations.

**H&S** will summarize the system-wide historical flows covering a 5-year period of record (2006-2010) using billing records obtained from **UTILITY DISTRICT**. Additionally, flow records obtained from the East Central Regional Water Reclamation Facility will be used for the purpose of evaluating flow variability and establishing peaking factors within the District's service area. Aggregated flow forecasts will be prepared for the **DISTRICT's** service area in 5-year intervals through the build-out year 2030. It is assumed that the **DISTRICT** is satisfied with their existing I/I program and any engineering evaluations of the flow attributed to infiltration/inflow (I/I) is not anticipated under this scope of services.

Using the 2010-based Population Allocation Model, population data will be assigned to each corresponding TAZ for the Utility's wastewater service area. Overlaying the TAZ maps on the District's most recent GIS sewer basin maps will be done for the purpose of distributing population and forecasting population throughout the wastewater service area. Population forecasts will be estimated at 5-year intervals through the year 2030 based on using appropriate values for each TAZ that falls within the designated sewer basins.

Based on population forecasts, flows will be estimated for the purpose of assigning respective wastewater demands. Flows will be tabulated for annual average daily flow (AADF) using flows provided by the **UTILITY DISTRICT's** SCADA data. Flow data projections will be developed for 5-year increments through the year 2030. These flow projections will provide the needed spatial data required for construction of the wastewater hydraulic model. Results of the forecasted wastewater flow projection data will be summarized in a Draft Technical Memorandum and reviewed with **UTILITY DISTRICT** staff.

#### **Deliverable:**

- Wastewater Flow Projections Draft Technical Memorandum

#### **Task A.5 – Wastewater Regulatory Overview**

**H&S** will summarize the critical regulatory and permitting issues affecting the **UTILITY DISTRICT's** existing and proposed wastewater transmission and pumping facilities as well as related operation and maintenance requirements. **H&S** will assess emerging trends in local, state, and federal wastewater regulations and identify any potential future compliance issues. These may include, but are not limited to, the following:

- Total maximum daily loads
- Effluent quality standards,
- EPA or FDEP consent decree requirements

- Industrial pretreatment program requirements

Capital improvements and their estimated capital costs that may potentially be required for meeting proposed regulatory and permitting issues will be identified as part of this task effort. Estimated capital costs identified under this task effort will be summarized and included in the Master Plan Final Report.

#### **Task A.6 – Wastewater Transmission System Renewal & Replacement Evaluation**

**H&S** will assemble a team of engineers with expertise in structural, electrical, and mechanical engineering. This team will conduct site visits (up to five site visits) at pumping stations to review existing facilities with **UTILITY DISTRICT** operations and maintenance personnel.

Based on field reviews of the wastewater transmission facilities, **H&S** will develop a Microsoft Excel spreadsheet list of major wastewater transmission infrastructure (e.g., pump, motors, diesel engine generators, etc.). The list will also include the following information:

- Equipment name;
- Equipment tag number;
- Location;
- Year installed;
- Estimate the expected equipment life based upon values in published literature and agreed upon by **UTILITY DISTRICT**;
- Estimate the remaining useful lives of major equipment and facilities on the basis of age;
- Estimate the cost of anticipated equipment replacement expenditures; and
- Calculate annual equipment replacement funding requirements over the next years.

Buried infrastructure and piping condition will not be physically evaluated as part of this task effort. A limited assessment of wastewater transmission piping will be performed based on available information provided by the **UTILITY DISTRICT**. The **UTILITY DISTRICT** will provide information on the wastewater transmission piping infrastructure regarding material type and age that will be utilized by **H&S** for the purpose of evaluating useful life based on industry guidelines. The wastewater gravity collection system is not included as part of this task effort.

Salvage value will be assumed to be zero. Estimating the costs of routine maintenance, such as oil changes, lubrication, belt adjustments, etc. will not be included as part of this task effort. The findings and recommendations from the above will be incorporated into an appropriate chapter of the Master Plan Final Report. **H&S** will assemble a team of engineers with expertise in structural, electrical, instrumentation, and mechanical engineering along with a process engineer. This team will conduct a one day site visit at the WTP to review existing facilities with **UTILITY DISTRICT** operations and maintenance personnel.

## Task A.7 – Wastewater Recommendations

Under this task, a summation and consolidation of the recommended wastewater transmission related improvements and their associated costs will be compiled. These improvements will be broken down by infrastructure area, as follows:

- pump stations, and
- force mains

Wastewater improvements will consist of those recommendations and costs identified in regulatory overview, the renewal and replacement evaluation, and the wastewater transmission system hydraulic modeling task efforts. The improvements will be further categorized by improvement type, as follows:

- capacity improvements,
- regulatory improvements, and
- renewal and replacement improvements

Each project will be assigned a unique project identification number to facilitate with the development of the program financial plan.

## Task A.8 – Project Implementation Plan

An overall project implementation plan will be prepared based on the water and wastewater improvement projects identified as part of this master plan. Projects will include:

- Water supply, storage, and treatment facility improvements;
- Water distribution system improvements; and
- Wastewater transmission and pumping improvements.

**H&S** will conduct an initial workshop with **UTILITY DISTRICT** staff for the purpose of reviewing the criteria and methods to be used for prioritization of capital improvement projects identified as part of the previous task efforts. **H&S** will rank and prioritize identified projects based on the agreed upon criteria methodology. This prioritized ranking of projects will be utilized for development of a cost loaded implementation schedule utilizing an EXCEL spreadsheet. This spreadsheet will be used as a basis for development of a program financial forecast.

A draft technical memorandum summarizing the prioritization of projects and the associated implementation plan will be prepared and submitted to the **UTILITY DISTRICT** staff for review and comment. A review meeting will be held within two weeks of submitting the draft technical memorandum for the purpose of discussing review comments. A final technical memorandum will be prepared with two weeks of the review meeting. This final technical memorandum will be included as part of the Master Plan Final Report.

**Deliverables:**

- Draft Technical Memorandum on Project Implementation Plan
- Final Technical Memorandum on Project Implementation Plan

**Task A.9 – Financial Considerations**

**H&S** will develop a ten-year financial forecast to assist the **UTILITY DISTRICT** with its evaluation of the funding of the prioritized capital program and estimate the impact on existing and planned utility rates of the **UTILITY DISTRICT**. Forecast will consider:

- Existing financial conditions as reflected in District Budget and annual financial reports and projections contained in previous financial and rate study documents;
- Water use / wastewater flow projections as developed in the Master Plan ;
- Operational changes resulting from the implementation of identified capital projects and changes in wastewater treatment service;
- The prioritized capital expenditure plan and timing of project expenditures, including capital projects that have been appropriated by the **UTILITY DISTRICT** prior to approval of the Water and Wastewater Master Plan capital improvement plan;
- Available unencumbered cash balances allocable to capital program; and
- Estimated debt leveraging capability and other capital funding sources as identified by District.

**Deliverables:**

- Projected capital funding plan with financial position dashboard
- Draft Technical Memorandum
- Final Technical Memorandum

**Task A.10 – Master Plan Final Report**

This task effort consists of preparing and assembling technical documentation resulting from each of the previously identified task efforts into an overall Final Master Plan Draft Report. This Draft Report will include the identified recommended improvements for both the water and wastewater infrastructure owned and operated by the **UTILITY DISTRICT**. The Draft Report will include identified costs, implementation schedules, and recommended financial plan. The Draft Report will be prepared and submitted to the **UTILITY DISTRICT** staff for review and comment. A review meeting will be held with **UTILITY DISTRICT** staff within two weeks of submission of the Draft Report to discuss comments.

Comments received at the review meeting will be documented in meeting minutes and incorporated into the Master Plan Final Report. A total of 10 hard copies of the Master Plan Final Report will be prepared and submitted to the **UTILITY DISTRICT** within two weeks of the

review meeting. An electronic *pdf* version of the Final Report will also be included with the submittal.

**Deliverables:**

- Master Plan Draft Report
- Comment summary from review meeting of Draft Plan
- Master Plan Final Report

**TASK B WATER DISTRIBUTION SYSTEM HYDRAULIC MODELING**

**H&S** will develop a new water distribution system model utilizing the Water CAD Version V8i model. Completed hydraulic model data files and corresponding documentation shall be delivered to the **UTILITY DISTRICT** for their use by staff at the completion of the project. The **UTILITY DISTRICT** will be responsible for purchasing a copy of Water CAD Version V8i (this software program will not be included as a deliverable to the **UTILITY DISTRICT**).

**Task B.1 Data Collection**

**H&S** will work with the **UTILITY DISTRICT** to collect and compile data needed for the hydraulic modeling tasks. The following is a list of data that the **UTILITY DISTRICT** will provide, if available, for this effort:

- Most recent digital aerial map of the District's water service area.
- Geographic information system (GIS) shape files that depict water system infrastructure (including valves, hydrants, pipes);
- Latest versions of the Water Atlas (in AutoCAD format) within the **UTILITY DISTRICT**'s municipal boundary;
- Monthly water meter billing data – for the years 2008, 2009 and 2010 – broken down by account number, physical address, account type (i.e., residential, commercial, and irrigation);
- SCADA data (pressures and flows) for the high service pumps, water pump stations and distribution system pressure monitoring stations – for the years 2008, 2009 and 2010;
- Identification of the location of existing automatic flushing devices via a street address and any pertinent identification via marking up a hardcopy of street map of the service area;
- For all automatic flushing devices, provide manufacturer name, model number, flow rate, operating duration, flushing start time, and flushing stop time;
- High service pump as-built drawings and available manufacturer's pump curves for high service pumps at the water treatment plants, along with pumps at the re-pump stations;
- Storage tank locations (via GIS files); as built drawings for tank elevations and dimensions and SCADA pressure and/or level control information for each individual storage tank;

- Identify – via marking up a hard copy of the water atlas – those valves located within the water distribution system that are normally closed;
- Identify areas of known low pressure during high demand periods via marking up a hardcopy of the water atlas – provide relevant available data such as pressures, if available.

## **Task B.2 Model Development**

### **B.2.1 Model network development**

The GIS water network atlas layer will be imported to the WaterCAD model. The water transmission system model will include mains two inches and larger throughout the **UTILITY DISTRICT's** service area. An extended period simulation (EPS) model will be prepared.

### **B.2.2 Demand allocation**

Service area-wide water demands will be spatially distributed by applying GIS geocoding techniques to the City's water billing data for one month within a base 12 month year. Projected water demands in 5 year intervals to 2030 for each represented account will be based on the change in population from the base year to the interval year within the traffic analysis zone (TAZ) in which it is found. Base year and projected water demands will be assigned to hydraulic model nodes based on the TAZ in which a model node is located. Water treatment plant flows will be compared to composite billed water demands to estimate water losses (leaks and unbilled water) in the system.

### **B.2.3 Demand diurnal development**

**H&S** shall develop up to three water demand diurnal patterns for various customer types and different area locations throughout the **UTILITY DISTRICT** water service area. The diurnal patterns will be developed based on:

- a. Available data from water metering data,
- b. Water network pressure patterns, and
- c. Wastewater pump station flow patterns.

If sufficient data is not available for the development of diurnal demands, then demand patterns from South Florida utilities with similar water consumption patterns will be used to develop the required diurnal water demands.

## **Task B.3 Model Verification**

### **B.3.1 Verification Plan**

**H&S** will conduct initial test model runs to identify any potential problems with the model, followed by development of a model verification plan that includes:

- a. The number of pressure monitoring locations in addition to the **UTILITY DISTRICT's** current pressure monitoring stations,
- b. The number of flow monitoring locations, and
- c. The time periods and time steps of the system flow and pressure monitoring data collections.

### **B.3.2** Field Data Collection

**H&S** will provide five Telog digital pressure recorders and the **UTILITY DISTRICT** will provide 15 similar pressure recorders (for a total of 20 recorders) to be installed at pre-planned locations to monitor diurnal variations in water pressure at key locations throughout the **UTILITY DISTRICT's** service area. Designated locations will be monitored simultaneously for a total period of eight (8) consecutive days. **UTILITY DISTRICT** staff will install and relocate the recorders in accordance with the location and sampling schedule provided by the **H&S**.

**H&S** will conduct a meeting with the **UTILITY DISTRICT's** field operation staff to obtain information on the system's physical condition, pipe ages, and areas of concern such as areas exhibiting low pressures and issues with water quality.

### **B.3.3** Model Verification

**H&S** will conduct the model verification based on network flow balance and pressure matching at model verification locations. One specific day shall be selected for a 24-hour EPS model run. The model pipe friction, minor loss coefficients and demand diurnals will be adjusted using sensitivity analysis.

According to the industry standards, the model will be considered verified when the average of the discrepancies observed between the field observed maximum pressure and the modeled results are less than 10%. One specific day shall be selected for a 24-hour EPS model run. The model pipe friction, minor loss coefficients and demand diurnals will be adjusted using sensitivity analysis until the desired accuracy is achieved.

## **Task B.4** Modeling Scenarios

**H&S** will develop network performance evaluation criteria that will be applied to the water distribution hydraulic modeling analysis. The following model scenarios will be developed for evaluating system capacity:

- a. Maximum daily flow (EPS)
- b. Maximum daily flow with fire flows (Fire flow)
- c. Average daily flow for tank filling (EPS)
- d. Average daily flow for water age (Water age)

The system maximum daily flow peaking factor will be determined based on the **UTILITY DISTRICT's** historical flow records. Peak flows of future planning years will be applied to these model scenarios.

#### **Task B.5 Capacity Analysis**

**H&S** will run the model scenarios to identify system capacity improvements required to meet demands through the year 2030, based on 5-year increments. **H&S** will propose capacity related capital improvements including new pipes, upgrades of existing pump stations, and new storage tanks.

Water demand projections shall be used to estimate the storage volume requirements at each remote ground storage tank location. Work effort under this task shall include an evaluation of the existing infrastructure and an assessment of needed capital improvement needs through the year 2030. Recommendations for capacity related improvements will address water storage, pump stations, and transmission/distribution needs.

Additionally, the Palm Beach County Health Department and City of Riviera Beach Fire Rescue will be consulted to review any other requirements that may be imposed on the **UTILITY DISTRICT's** water storage facilities. The potential need for additional storage capacity in the southwest part of the distribution system will be evaluated as part of this effort. **H&S** will provide opinions of probable costs and the timing required for the recommended improvements.

#### **Task B.6 Water Model Report**

**H&S** will prepare and submit a Water Model Draft Report that documents the findings and recommendations of the above task efforts. The Draft Report will include a recommendation of identified capital improvement projects and operational changes. The Draft Report will be submitted to the **UTILITY DISTRICT** for review and comment. A review meeting will be held within two weeks of submission of the Draft Report to review and discuss comments. Comments from the review meeting will be documented in meeting minutes and incorporated as applicable in the final version of the Report within two weeks following the review meeting.

#### **Deliverables:**

- Water Model Draft Report
- Summary of comments from review meeting
- Water Model Final Report

## **Task C – Wastewater Transmission System Hydraulic Modeling**

This task effort is directed toward the development of a system-wide wastewater hydraulic model using scaled dimensions of force mains and lift stations utilizing the WaterCAD Version V8i model. Completed hydraulic model data files and corresponding documentation will be delivered to the **UTILITY DISTRICT** for their use by staff at the completion of the project.

### **Task C.1 Data Collection**

**H&S** will collect transmission system data that will be compiled to perform a hydraulic evaluation of the **UTILITY DISTRICT's** transmission system. The following is a list of data (where available) that the **UTILITY DISTRICT** will provide **H&S** for this effort:

- Geographic information system (GIS) shape files that depict wastewater system infrastructure (including pump stations, valves, manholes, pipes, etc.);
- Latest versions of the **UTILITY DISTRICT's** Wastewater Atlas (in AutoCAD format) that includes all of the existing service area;
- Pump station as-built drawings, including wet well dimensions, pump control elevations, pump model numbers, and pump curves;
- SCADA data (pressures, flows, levels, etc.) for the master pumps, individual lift station pumps and all wastewater transmission system pressure monitoring stations for the years 2008, 2009 and 2010;
- SCADA data of all pump station pump on/off events records for the year 2010;
- Field operation log records on known valve closures for the year 2010; and
- Provide information on pumping stations that have known areas of concern, such as overflows, surcharges, and/or extended pump runtimes.

### **Task C.2 Model Development**

#### **C.2.1 Force Main and Pump Station Network Development**

**H&S** will import the GIS pipe network layer into the SewerCAD model. Pump stations will be created based on sewer atlas and pump station as built drawings which have been provided by the **UTILITY DISTRICT**.

#### **C.2.2 Pump Station Basin Boundary Development**

**H&S** will create a GIS layer of pump station collection basin boundaries based on the **UTILITY DISTRICT's** sewer atlas. This boundary layer will be used to allocate calculated current and future flows for each pump station. Future flow conditions through the 2030 planning horizon will be used for this purpose.

### **C.2.3 Wastewater Dry Weather Loading Allocation**

The current pump station dry weather flows will be calculated from the water billing data provided by the **UTILITY DISTRICT** and converted to wastewater loadings with a predetermined ratio. Up to five flow diurnal patterns will be developed for each pump station based on customer service type (e.g. residential, commercial, etc.).

### **C.2.4 Wet Weather Flow (Peak Flow) Development**

The wet weather flows will be determined by reviewing available historical rainfall and flow records of pump stations and flow records from the West Palm Beach ECR Water Reclamation Facility. Peak flow factors will be determined for pump stations where adequate flow records are available.

## **Task C.3 Model Verification**

### **C.3.1 Verification Plan**

**H&S** will develop a model verification plan that includes:

- a. A list of 20 pump stations for discharge pressures monitoring locations in addition to the **UTILITY DISTRICT's** current permanent pressure monitoring stations,
- b. The number of flow monitoring locations, and
- c. The time periods and time steps of the system flow and pressure monitoring data collections.

### **C.3.2 Field Data Collection**

**H&S** will provide five Telog digital pressure recorders and the **UTILITY DISTRICT** will provide 15 similar pressure recorders (for a total of 20 pressure recorders) that will be installed at pre-planned locations to monitor diurnal variations in wastewater pressure at key locations throughout the **UTILITY DISTRICT's** service area. Designated locations will be monitored simultaneously for a period of eight days. **UTILITY DISTRICT** staff will install and relocate the recorders in accordance with the location and data collection schedule provided by **H&S**.

### **C.3.3 Model Verification**

**H&S** will conduct the model verification based on network flow balance and pressure matching model verification locations. According to industry standards, the model will be considered verified when the average of the discrepancies observed between the field observed maximum pressure and the modeled results are less than 10%. One specific day shall be selected for a 24-hour EPS model run. The model pipe friction, minor loss coefficients and demand diurnals will be adjusted using sensitivity analysis until the desired accuracy is achieved.

## **Task C.4 Modeling Scenarios**

**H&S** will develop the following model scenarios to evaluate the network based on the above specified criteria:

- a. Maximum daily flow for current flow condition (EPS)
- b. Maximum daily flow for future flow conditions through the planning period year 2030(EPS), using 5-year increments.
- c. Maximum daily flow for future flow conditions with proposed improvements (EPS) through the planning period year 2030, using 5-year increments.

**H&S** will run each of the above listed model scenarios to identify system capacity deficiencies such as limitations with transmission pump station capacity, wet well capacity, and pressure related hydraulic constraints. Using the results of the modeling effort, **H&S** will propose network improvements including new pipes, new pump stations or required upgrades of existing pump stations, and/or new operation strategies to resolve identified network deficiencies.

### **Task C.5 Capacity Analysis**

**H&S** will prepare a listing of force main and pump station improvements. Improvement locations will be illustrated on a map of the service area. **H&S** will provide opinions of probable costs and the timing required for the recommended improvements.

### **Task C.6 Wastewater Model Report**

**H&S** will prepare and submit a Wastewater Model Draft Report that documents the methodology used with the evaluation of the **UTILITY DISTRICT's** wastewater transmission system and summarizes the results of each model scenario evaluated as part of this task effort. Based on the results of the modeling tasks, the Draft Report will include a recommendation of identified (1) capital improvement projects and (2) identified operational changes. Five copies of the Draft Report will be submitted to the **UTILITY DISTRICT** for review and comment. A review meeting will be held within two weeks of submission of the Draft Report to review and discuss comments. Comments from the review meeting will be documented in meeting minutes and incorporated as applicable in the Final Report within two weeks following the review meeting.

#### **Deliverables:**

- Wastewater Model Draft Report
- Summary of comments from review meeting
- Wastewater Model Final Report

### **Task D – Disinfection Testing**

This task is for conducting bench-scale testing of disinfection improvement options. The testing described under this task will be completed in conjunction with the limited bench-scale testing described in Task A.2.1.

The WTP currently adds chlorine and ammonia to maintain a chloramine disinfectant residual in the distribution system. Chlorine is supplied via chlorine gas. The **UTILITY DISTRICT** is

considering switching to liquid sodium hypochlorite (generated on-site, supplied in bulk or a combination of these technologies).

In addition, the **UTILITY DISTRICT** has reported the detection of low combined chlorine residual in the distribution system. Consequently, changing the disinfection strategy to free chlorination, in lieu of chloramination, may be beneficial to maintaining adequate chlorine levels in the water distribution system and may enhance the possibility of achieving 4-log virus treatment under the federal Ground Water Rule (GWR). The disinfection testing will build upon the findings of an ongoing study currently being conducted by C Solutions, Inc.

To address both of the above issue (i.e., change from chlorine gas to liquid sodium hypochlorite and potential disinfection strategy changes) a testing plan will be developed. The testing plan will identify the sample locations and analyzes that will be preformed. The following summarizes the goals of the testing:

#### **Alternative Disinfectant Testing:**

- **H&S** will conduct jar testing to assess the finished water quality impacts of the following disinfection technologies:
  - Continued use of chlorine gas;
  - Use of bulk 12% sodium hypochlorite ; and
  - On-site generation of 0.8% sodium hypochlorite.
  - 12% sodium hypochlorite and 0.8% on-site generated sodium hypochlorite will be obtained from a water treatment plant in the vicinity of Riviera Beach.

#### **Disinfection Strategy Testing:**

- **H&S** will also conduct jar testing to assess the feasibility of GWR 4-log virus treatment compliance via testing alternative disinfection strategies, as follows:
  - Continued chloramination using current injection points and dosages;
  - Relocation of chlorine and ammonia injection points;
  - Feasibility of free chlorination
- Jar testing will simulate disinfected water leaving the WTP. Additionally, certain samples will be allowed to age for a certain period to simulate water age in the distribution system.
- Haloacetic acids (HAAs) and trihalomethanes (THMs) will be analyzed to assess disinfection by-products formed by the alternative disinfection strategies.

#### **Findings:**

- Based upon the results of the testing, comparisons of the water quality impacts for the three disinfection technologies (i.e., chlorine gas, 12% bulk sodium hypochlorite, 0.8% on-site generated hypochlorite) will be provided.

- Capital and 20-year present worth operating cost comparisons for the three disinfection technologies (i.e., chlorine gas, 12% bulk sodium hypochlorite, 0.8% on-site generated hypochlorite) will be updated (based upon a report prepared by Chen & Associates titled "Water Treatment Plant Disinfection Alternatives Evaluation" issued on September 6, 2010).
- An opinion on the feasibility of GWR 4-log virus treatment compliance via changes in disinfection strategy will be provided along with a summary of the operational changes and capital improvements needed for GWR 4-log virus treatment compliance. Additionally, cost opinions (capital and operating) for improvements deemed feasible for GWR 4-log virus treatment compliance will be provided.

**Deliverable:**

- The findings of the disinfection testing will be included with the technical memorandum described in Task A.2.1.
- A Chlorine System Replacement Preliminary Design Report (PDR) will be provided that summarizes disinfection system design criteria for the use of 12% bulk sodium hypochlorite and the use of On-site generated 0.8% sodium hypochlorite. The PDR will include conceptual layouts of equipment, buildings, and ancillary facilities needed to support these disinfection technologies.

**ASSUMPTIONS**

- This master plan will utilize the population and water demand projections that were prepared and developed by the **UTILITY DISTRICT's** consultant for submittal to the SFWMD's Requests for Additional Information (dated February 12, 2010 and March 10, 2011) in response to the City's Water Use Permit Application.
- The **UTILITY DISTRICT's** water distribution system was constructed in the 1950s and later. Hence, it is assumed that tuberculation in the piping is not significant and field measurements of piping C-factors are not requirements.
- Fire flow testing of fire hydrants is not included.
- Corridors for proposed water distribution system piping and wastewater transmission system piping recommended in this Master Plan will be of a conceptual "schematic" nature. No detailed legal descriptions, surveys, corridor analyses, or easement identification will be developed in the Master Plan.
- Cost estimates prepared as part of this scope of services will be considered "order-of-magnitude estimates" as defined by the Association for the Advancement of Cost Engineering International (AACE).

**EXHIBIT "A"**

**to**

**Scope of Services**

**The City of Riviera Beach Utility District  
Water and Wastewater Master Plan**

**FEE SCHEDULE**

<b>Task/Description</b>	<b>Lump Sum Fee</b>
Task A-1 – Project Kickoff and Strategy Workshop	\$ 8,600
Task A-2 – Water Treatment Facilities Evaluation	\$ 65,850
Task A-3 – Water Recommendations	\$ 6,780
Task A-4 – Wastewater Service Area and Flow Projections	\$ 15,500
Task A-5 – Wastewater Regulatory Overview	\$ 10,480
Task A-6 – Wastewater Transmission System Renewal & Replacement Evaluation	\$ 40,820
Task A-7 – Wastewater Recommendations	\$ 6,780
Task A-8 – Project Implementation Plan	\$ 20,760
Task A-9 – Financial Considerations	\$ 30,000
Task A-10 – Master Plan Final Report	\$ 31,930
<b>SubTotal Task A</b>	<b>\$237,500</b>
Task B – Water Distribution System Hydraulic Modeling	\$150,740
Task C – Wastewater Transmission System Hydraulic Modeling	\$110,750
<b>SubTotal Tasks B &amp; C</b>	<b>\$261,490</b>
<b>SubTotal (Tasks A, B, &amp; C)</b>	<b>\$498,990</b>
Task D – Disinfection Testing	\$28,280
<b>SubTotal (Tasks A, B, C &amp; D)</b>	<b>\$527,270</b>

Water Quality Laboratory Allowance (billed at cost): \$7,000

**TOTAL FEE (lump sum plus Laboratory Allowance): \$534,270**

**CITY OF RIVIERA BEACH  
WATER/WASTEWATER MASTER PLAN  
FOR  
THE CITY OF RIVIERA BEACH UTILITY DISTRICT  
(RFQ NO. 299-11)**



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

One (1) original and five (5) copies of the Statement of Qualifications shall be submitted no later than 3:30 pm on **June 22, 2011** to the Office of the City Clerk, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404. Qualification packages received after this deadline will not be considered.

All Statements of Proposals must be delivered or mailed to:

**CITY OF RIVIERA BEACH  
CITY CLERK'S OFFICE  
600 W. BLUE HERON BLVD., SUITE 140  
RIVIERA BEACH, FL 33404**

**ENVELOPES MUST BE IDENTIFIED AS: RFQ NO. 299-11 - WATER/WASTEWATER  
MASTER PLAN FOR THE CITY OF RIVIERA BEACH UTILITY DISTRICT**

Interested parties may acquire a copy of the RFQ by contacting the City of Riviera Beach Purchasing Department by calling (561) 845-4180 or may be picked up at the Office of the Purchasing Department, 2391 Avenue "L", Riviera Beach, Florida 33404 or downloading the document from the City's website at <http://rivierabch.com>.

MBE/WBE shall have the opportunity to participate in this project. Proposals are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

The City of Riviera Beach reserves the right to reject any or all qualifications or to negotiate individually with one or more firms, and to select the firm basis of what the Selection Committee determines to be in the best interest of the City.

**PUBLISHED: May 15, 2011 Palm Beach Post**

**PUBLISHED: May 17, 2011 City of Riviera Beach – website [www.rivierabch.com](http://www.rivierabch.com)**

## **GENERAL TERMS AND CONDITION**

One (1) original and five (5) copies of the Statement of Qualifications must be received no later than 3:30p.m., EST on June 22, 2011 to the Office of the City Clerk, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

The responsibility for getting the Statement of Qualifications to the City of Riviera Beach City Clerk's Office on or before the specified time and date is solely and strictly the responsibility of the Qualifier. The city will no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram, fax or email will not be accepted.

The receipt time will be scrupulously observed. Under no circumstances will Qualifications delivered after the time specified be considered. Such qualifications will be returned unopened.

The City will not be responsible for any expenses incurred by a firm in preparing and submitting proposals. All parties shall provide a straight forward, delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The City shall not be responsible for oral interpretation given by any City issuance. A written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this request for qualifications, the City will attempt to notify all known providers; however, it shall be the responsibility of each provider prior to submitting their proposal, to contact the City Purchasing Office at (561) 845-4180 to determine if addendum were issued and to make such addendum a part of the Statement of Qualification.

For information regarding technical matters of this request for qualifications, please contact:

Louis C. Aurigemma, P.E.  
Utility District Executive Director  
City of Riviera Beach, Utility District  
800 W. Blue Heron Blvd.  
Riviera Beach, Florida  
(561) 845-4185

For information regarding contractual matters of this request for qualifications, please contact:

Benjamin Guy  
Purchasing Director  
City of Riviera Beach, Purchasing Department  
2391 Avenue "L"  
Riviera Beach, Florida 33404  
(561) 845-4180

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

## 1-1 **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 this Request for Statements of Qualifications 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.

## 1-2 **ACCEPTANCE OR REJECTION OF PROPOSALS**

The City reserves the right to reject any and all submittals when (1) such rejection is in the best interest of the City; or (2) if the submittal contains any irregularities; provided, however, that the City reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The City reserves the right to cancel this Request for Statements of Qualifications at any time and/or to solicit and re-advertise for other proposals. The CITY is not obligated to enter a contract on the basis of any proposal submitted in response to this document.

## 1-3 **INSURANCE REQUIREMENTS**

The selected firm must carry minimum of \$ 1,000,000 Professional Liability Insurance. The contract will contain a copy of the Insurance Certificate. The City shall hold the Certificate. Attention is called to the fact that all insurance companies shall be authorized to do business in the State of Florida. It is suggested that proposals include a valid Certificate of Insurance and a copy of insurance policy for any professional Liability Insurance currently carried by their company.

## 1-4 **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.

## 1-5 **CODE OF ETHICS**

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.

## 1-6 **CONE OF SILENCE**

It is the intent of this provision to prevent potential offerors or service providers from communicating with Elected Officials, City department heads, their staff, or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

- (a) **Definition.** For purposes of this solicitation, a cone a silence shall be defined to mean a prohibition of any communication regarding this particular RFQ between a potential offeror, service provider, lobbyist, or consultant and the City's professional staff including, but not limited to, the City Manager and his or her staff.

Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Communications with the City Attorney and his or her staff; and

(2) Communications regarding this particular RFQ between any person and the Director of the Purchasing department or designee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- (b) **Duration.** A cone of silence shall be imposed upon the public advertisement/posting of this RFQ and shall terminate at the time the City manager makes his or her written recommendation of award; provided, however, that if the City Manager refers the recommendation back to the Director of the Purchasing department for further review, the cone of silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation of award.

If the City Manager rejects all bids or proposals submitted in response to a RFQ or IFB and concurrently requests the re-issuance of an RFQ or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the City Manager issues a written recommendation of award or until the City Manager withdraws the re-issued RFQ or IFB.

- (c) **Exceptions.** This provision shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting or public presentations made to the City Council during any duly noticed public meeting.
- (d) **Violations.** A determination of violation shall render any award to a vendor who is found to have violated this rule voidable, at the sole discretion of the City Council.

#### 1-7 **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.

#### 1-8 **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.

#### **1-9 CONTRACTUAL AGREEMENT**

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the vendor must be enclosed at the time of submittal.

#### **1-10 LEGAL REQUIEMENTS**

Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of Knowledge by the provider will no way be a cause for relief from responsibility.

- (1) Qualifiers doing business with the City are prohibited from discriminating against any employee, applicant, origin, sex or age with regard to, but not limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- (2) Minority Business Enterprise (MBE) indicates a business entity, which is owned and operated by a minority. In this instance, minority group members are citizens of the United States who are Black, Hispanics, Native American, Women, and Others as outlined in Florida Statutes, Chapter 287. Minority owned business wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

#### **1-11 EEO STATEMENT**

The City of Riviera beach believes in equal opportunity practices which conform to both the spirit and the letter of laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

#### **1-12 CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statues and City Ordinance. All providers must disclose in the submittal the name of any officer, director, or agent who is also an employee of the City of Riviera Beach. Further, all providers must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the providers firm or any of its branches.

#### **1-13 FEDERAL AND STATE TAX**

The City is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign and exemption certificate submitted by the successful proposer(s). Providers doing business with the City will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the city, nor will any proposer be authorized to use the City's Tax Exemption in securing such materials.

#### **1-14 STANDARD PERFORMANCE**

1. The Consultant shall be required to unconditionally warrant that it and any sub consultant shall use sound and professional principles and practices in accordance with the highest degree of skill and care in the performance of service required under the agreement.
2. The performance of Consultant's and any sub consultant's personnel shall reflect their best knowledge, skills, and judgment.

3. For any failure to meet the foregoing warranty during the term of the agreement, CSM may terminate the agreement and require reimbursement of all expenses necessary to replace or restore such services.

1-15 **SUBCONSULTING**

Should any proposer contemplate subcontracting (to one or more sub-consultants) any part of the work or services as specified under the SCOPE OF WORK, that Proposer shall submit with its proposal a description of the work or service to be done under such subcontractors, together with the name and qualifications of the proposed sub-consultant(s) who shall perform any part of the project. The City prefers to consider qualifications from firms that perform at least 65% of work assignments in house with existing staff.

1-16 **IDEMNIFICATION**

After notification of award, the successful Qualifier shall indemnify and save harmless the City from and against all claims, suits, actions, damages or causes of action arising during the term of the resulting agreement for any personal injury, loss of life or damage to property sustained by reason or as a result to the performance of the work for which the agreement is entered into, or its agents, employees, invitees, and all other persons, and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities insured in or by reason of the defense of such claim, suit or action, and the investigation thereof. Nothing in the agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute 768-28.

1-17 **CITY OF RIVIERA BEACH CONTRACT**

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.

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**WATER/WASTEWATER MASTER PLAN  
FOR  
THE CITY OF RIVIERA BEACH UTILITY DISTRICT  
RFQ NO. 299-11**

2-1 **SCOPE OF SERVICE**

**Overview**

The City of Riviera Beach Utility District (CRBUD) service area includes the entire City of Riviera Beach (approximately 6.8 square miles) and also includes approximately 2.7 square miles of land outside the District's boundaries. Water is provided to approximately 38,000 residential customers and 2,600 commercial, industrial and hotel/motel establishments. The System's water treatment facilities have a permitted capacity of approximately 14.5 million gallons per day (The CRBUD is the process of obtaining a new consumptive use permit from the South Florida Water Management District). The City has purchased and reserved 8 million gallons per day (mgd) of capacity in the East Central Regional Wastewater Treatment and Disposal Facility.

The CRBUD desires to retain professional engineering consultant(s) for the development of a Water/Wastewater Master Plan to define the short and long range planning needs, operational and maintenance issues that impact the CRBUD. The Master Plan shall ensure that all federal, state, county and local regulations are met and identify regulatory issues that may impact the CRBUD. The Consultant must demonstrate water/wastewater master planning and bond covenant experience with a similar sized utility (to the CRBUD) or larger.

The CRBUD has three (3) major divisions: Water Supply and Treatment; Water Distribution & Wastewater Collection.

**Water Supply and Treatment**

The Water Treatment Division is responsible for the daily operation and maintenance of the City's water system. This involves the operation of water treatment plant (WTP), with a capacity of 17.5 million gallons per day (mgd), which provides air stripping, lime softening, filtration and disinfection of the water. The raw water source is the Biscayne Aquifer and water is obtained from 27 production wells. Finished water is delivered to customers through the network of water transmission and water distribution lines. The water treatment plant has four (4) constant speed , three (3) variable speed high service pumps and two (2) transfer pumps together with three (3) water storage tanks and re-pump stations to maintain water pressure throughout the utility service area.

**Water Distribution**

The Water Distribution Division is responsible for installing, maintaining and repairing the water main system which includes all valves and fire hydrants. The water transmission and water distribution system includes approximately 60 miles of piping varying in size from 6" to 30". The Meter section handles customer service, meter repairs and customer complaints. This division is also responsible for managing a Backflow Prevention Program for the City's Commercial, Industrial and multi-family properties/ businesses. Emergency water interconnections exist with adjacent local utilities.

### **Wastewater Collection**

The Sewage Collection Division is responsible for the operation and maintenance of the approximately 90 miles gravity sewer lines varying from 8" to 24" in diameter, approximately 50 sewage lift stations and force main network with pipe varying from 8" to 24" in diameter. The division is also responsible for the Master Lift Station (#50); lift stations # 47 & # 39; which pumps sewage through a 30" force main to the East Central Regional Water Reclamation Facility (ECR) in West Palm Beach, Florida.

### **Consultant Experience**

The CRBUD requests that the Consultant provides demonstrated water/wastewater master planning and bond covenant experience with a similar sized utility (to the CRBUD) or larger. Also, the Consultant must provide the qualifications and experience of assigned staff with similar water/wastewater projects and understanding of the scope of work.

The CRBUD requests that the Consultant provides demonstrated water distribution system hydraulic modeling expertise. Water distribution modeling experience shall include static as well as extended period simulation of multiple water distribution system. Hourly demand patterns and resultant system pressures for seasonal as well as fire flow demand scenarios. Assessment of results will lead to the development of recommended capital improvements.

The CRBUD requests that the Consultant provides demonstrated wastewater transmission system hydraulic modeling expertise. Wastewater transmission modeling experience shall include static as well as extended period simulation of multiple wastewater pump station and force main systems. Experience shall also include development and simulation of collection area flow patterns, pump operations including pump start, stop and wet well level controls, together with assessment of resultant force main pressures, flows and pump station cycling to develop recommended capital improvements.

### **The proposed Water/Wastewater Master Plan**

The CRBUD requests that the Consultant review the water treatment plant layout and processes to produce a safe and reliable potable water supply. This will include and not be limited to the review of the chemicals used in the water treatment process (i.e. – chlorine, ammonia, fluoride) as well as suggested improvements to the processes. The CRBUD has not decided on the disinfection process it will use in the future. Currently, chlorine gas is the water supply disinfectant. An alternative water supply disinfectant is a sodium hypochlorite solution. Previous studies/reports have provided conceptual design criteria including space allocation and new/modified construction to hold the additional equipment for both alternative water supply disinfectants. This information will be incorporated into the Master Plan document.

Other current and previous studies will also be incorporated into the proposed water/wastewater Master Plan as well as any impacts to the future capital improvements program.

The Water/Wastewater Master Plan shall also include and not be limited to:

- review the site security aspects of the water treatment plant and the storage tank facilities
- identify any proposed new facilities within the CRBUD
- providing/developing/calibrating a water distribution hydraulic model
- providing/developing/calibrating a wastewater transmission hydraulic model
- recommendations on identification of all regulatory issues that may impact the CRBUD
- integration with the existing ARC Info-GIS system
- review and recommendations on water metering

- review of water and sewer rate analyses
- prioritize proposed capital projects based on need and funding over the next 5-10 years

## **2-2 CRBUD RESPONSIBILITIES**

The CRBUD will assist the selected Master Plan Consultant in coordinating the Water/Wastewater Master Plan with the two current CRBUD consultants to provide timely updates on the various projects they have been assigned over the past year. The CRBUD staff will work closely with the affected parties to assure continuity in the process.

A non-mandatory pre-submittal meeting shall occur on **Thursday, May 26, 2011 @ 1:00 pm** in the CRBUD offices located at 800 West Blue Heron Boulevard, Riviera Beach, Florida. The purpose of this meeting is to gather the interested Consultants at one time to discuss the Master Plan. Any questions of significance will be addressed in an addendum. A tour of the main CRBUD facilities will occur following the meeting.

## **2-3 PROPOSED TIMELINE / SCHEDULE**

May 4, 2011	Utility District Board approval of Scope of Services for Water/Wastewater Master Plan
May 15, 2011	Purchasing Department to advertise Request for Qualifications (RFQ) with cone of silence
May 26, 2011	Non-mandatory pre-submittal meeting at the City of Riviera Beach Utility District office with prospective Consultants
June 22, 2011	Purchasing Department to receive Request for Qualifications
June/July 2011	Selection Committee to evaluate proposals, short list firms, short listed consultant presentations and make final ranking recommendations
August 17, 2011	Presentation of Selection Committee's recommendation of the Water/Wastewater Master Plan consultant for the Utility District Board approval
August 1, 2012	Completion of City of the Riviera Beach Utility District Water/Wastewater Master Plan

## **2-4 REQUIREMENTS FOR SUBMITTAL**

### **A. GENERAL**

Qualifiers shall submit one original Statement of Qualification and five (5) copies in a clear, concise format, on 8-1/2" X 11" paper. Each set shall contain all the information requested herein to be considered for award. Omission of required data may be cause for disqualification.

All Statements of Qualifications must indicate Federal I.D. Number.

Statement of Qualifications shall clearly indicate the legal name, address, and telephone number of the Qualifier. The "Qualifier's Information Form" shall be included in each set.

The signer on this form shall have authority to bind the Qualifier to the submitted Statement of Qualification.

**B. ADMINISTRATIVE SECTION**

The responses shall include an introduction which clearly demonstrates a comprehensive understanding on the part of the respondent of the objective and scope of the service desired. Responses shall further include information as to the organizational and management structure and capabilities that will be utilized to satisfy the objectives of the proposed work.

**C. TECHNICAL SECTION**

The response shall include a statement of work which details all services which are necessary to satisfy the project tasks. It shall include information concerning the extent of the experience with other services technically similar to this project.

**D. FORMAT**

The statement of Qualification submitted shall be submitted in the following outline:

- I. Letter
- II. Introduction
- III. Firm History
- IV. Statement of Qualifications
- V. Project Team:
  - a. Organizational chart
  - b. Resumes
- VI. Project Approach (Quality Assurance and Quality Control)
- VII. Minimum of eight (8) references to include the following
  - a. Customer Name and Phone Number
  - b. Project Description
  - c. Engineer's Estimate
  - d. Actual Construction Cost
  - e. Engineering Fee
- VIII. Certificates, Insurance
- IX. Supplemental Information

**2-5 CRITERIA TO BE INCLUDED IN STATEMENT OF QUALIFICATION**

Firms requesting consideration shall provide the City with informational data pertaining to their ability to perform the type of service required in a responsive and continuing manner. Qualification statements shall include supplemental information as follows:

- (a) Experience of firms and staff with similar projects (as noted herein) for governmental and private clients.
- (b) Names and qualifications of those persons that will be assigned to work with or consult with the CITY of this project.
- (c) Statement of local availability and degree of accessibility to the City relative to this project.
- (d) Statement of firm's ability to provide services during the construction phase.

- (e) References (At least five references, preferably South Florida governmental agencies). Reference to include agency, type of project, contact person, address and telephone number.
- (f) W/MBE utilization and participation (Schedules 1 and 2)
- (g) Anticipated amount of assigned projects to be performed by consultant's staff.

All firms shall have proper authorization to transact business in the State of Florida from the Secretary of State and be professionally registered in the State of Florida in the appropriate categories.

**2-6 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:

Criteria for Selection	Points Possible
Demonstrated capacity to complete projects on time and within budget constraints.	<b>25</b>
Quality and extent of experience with similar utility improvement projects and related services.	<b>25</b>
Availability, education and experience of staff to be assigned to perform required work.	<b>20</b>
Amount of practical work experience in relation to required work assignments (i.e. environmental sciences, water supply, water treatment and distribution, wastewater collection and treatment, and pollution control.	<b>25</b>
65% or greater of work performed in house	<b>10</b>
Less than 65% of work performed in house	<b>5</b>
M/WBE Owned	<b>20</b>
Exceeding 15%	<b>15</b>
Meets 15%	<b>12</b>
> 15% participation	<b>9</b>
<b>Total Possible Points</b>	<b>125</b>

## 2-7 **PROPOSAL EVALUATIONS PROCESS**

1. An Evaluation Committee, consisting of City personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity.
2. The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in "Evaluation Criteria".
3. The Evaluation Committee reserves the right to interview any one or all proposers if deemed necessary and to require a formal presentation with key people who will administer and be assigned to work on the contract before recommendation of award. This interview, if held, would be based upon written response received.
4. Award for this service is subject to negotiation of a contract acceptable to the City. 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.
5. The City Manager will submit a recommendation for approval by the City Council of the City of Riviera Beach.
6. The City of Riviera Beach Utility District Board will award a contract or reject any or all proposal(s).

## 2-8 **PAYMENT**

The final fee for professional services and the scope will be negotiated with the firm selected, based upon their Statement of Qualification and City Requirements.

The firm chosen will be required to enter into a formal Contract with the City. The firm chosen shall prepare the Standard Form of Agreement between owner and architect with revisions anticipated in conditions of legal matters.

## 2-9 **RANKING**

Based upon an evaluation of Qualifications submitted, the City intends to select finalist who may be required to make formal presentations regarding their qualifications, approach to the projects and ability to furnish the required services to best service to best serve the city.

After evaluations, discussions, and/ or formal presentations are completed, the City will rank the finalist.

## 2-10 **AWARD**

Upon completion of negotiations with the selected firm, a formal Contract will be entered into with the successful firm. Cancellation of Contract can only be issued with a thirty (30) day written cancellation notice by either party.

# **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. SCHEDULE 1 – PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS
5. 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:

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Firm Name

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Signature

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Name & Title (Print or Type)

**SCHEDULE 1**

**PARTICIPATION FOR M/WBE 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	BLACK	HISPANIC	OTHER	WOMEN
1.	_____ _____ _____	_____ _____ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	_____ _____ _____	_____ _____ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	_____ _____ _____	_____ _____ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	_____ _____ _____	_____ _____ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	_____ _____ _____	_____ _____ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL:</b>			\$ _____	\$ _____	\$ _____	\$ _____

**TO BE COMPLETED BY PRIME BIDDER:**

**BID/RFP PRICE:** \$ \_\_\_\_\_ **TOTAL % PARTICIPATION:** \_\_\_\_\_

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:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>

\_\_\_\_\_ % 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)

# **CITY OF RIVIERA BEACH**



**CAPITAL PROJECTS PLAN**  
**FISCAL YEARS 2010/2011 to 2014/2015**

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**FISCAL YEARS 2010/2011 - 2014/2015**

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**CITY OF RIVIERA BEACH  
CAPITAL PROJECT PROPOSAL  
FY 2011 - 2015**

<b>DEPARTMENT:</b>	UTILITY SPECIAL DISTRICT	<b>PROJECT STATUS:</b>	NEW
<b>PROJECT TITLE:</b>	HYDRAULIC MODEL WATER / SEWER		
<b>PRIORITY ASSIGNED BY DEPARTMENT (1 HIGHEST TO 5 LOWEST):</b>	2		
<b>PRIORITY ASSIGNED BY CITY MANAGER (1 HIGHEST TO 5 LOWEST):</b>			
<b>MANDATED BY LAW (CHECK YES OR NO):</b>	YES	NO	X
<b>MANDATED BY COUNCIL (CHECK YES OR NO):</b>	YES	NO	X
<b>APPROVED BY RESOLUTION NO.</b>		<b>RESOLUTION DATE:</b>	

**PROJECT DESCRIPTION**

An analysis of current and future conditions of the water distribution and wastewater collection systems. This model will be used to operate the water and wastewater systems in the most efficient manner. The impacts of any future improvements or changes to the systems will then be able to be modeled before construction.

**PROPOSED COMPLETION DATES**

<b>PROJECT PROPOSAL / DISCUSSION</b>	30-Nov-10	<b>DESIGN</b>	31-Jan-11	<b>CONSTRUCTION</b>	30-Apr-2011
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**CAPITAL OUTLAY COSTS**

Description	PRIOR YEARS	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	TOTAL
Land Acquisition							-
Engineering		300,000	-				300,000
Design & Survey							-
Construction							-
Buildings							-
Other Improvements							-
Inspection fees							-
Equipment							-
Other Project Costs							-
Contingency							-
<b>TOTAL CAPITAL OUTLAY</b>	-	300,000	-	-	-	-	300,000

**PROPOSED SOURCES OF FUNDING**

Source of Funding	PRIOR YEARS	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	TOTAL
USD Capital Impact Fees (413)		300,000					300,000
<b>TOTAL FUNDING</b>	-	300,000	-	-	-	-	300,000

**OPERATING COSTS**

OPERATING COSTS:	PRIOR YEARS	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	TOTAL
Personal Services							-
Operating Costs							-
Maintenance Costs							-
<b>TOTAL OPERATING COSTS</b>		-	-	-	-	-	-

**CITY OF RIVIERA BEACH  
CAPITAL PROJECT PROPOSAL  
FY 2011 - 2015**

<b>DEPARTMENT:</b> UTILITY SPECIAL DISTRICT	<b>PROJECT STATUS:</b> NEW
<b>PROJECT TITLE:</b> UTILITY MASTER PLAN	
<b>PRIORITY ASSIGNED BY DEPARTMENT (1 HIGHEST TO 5 LOWEST):</b>	2
<b>PRIORITY ASSIGNED BY CITY MANAGER (1 HIGHEST TO 5 LOWEST):</b>	
<b>MANDATED BY LAW (CHECK YES OR NO):</b>	YES      NO      X
<b>MANDATED BY COUNCIL (CHECK YES OR NO):</b>	YES      NO      X
<b>APPROVED BY RESOLUTION NO.</b>	<b>RESOLUTION DATE:</b>

**PROJECT DESCRIPTION**

The Utility District is in need of a master plan in order to project for and anticipate the critical areas of improvement within the service area. This master plan will serve as the guide for staff to follow when planning projects and improving operation

**PROPOSED COMPLETION DATES**

<b>PROJECT PROPOSAL / DISCUSSION</b>	30-Nov-10	<b>DESIGN</b>	28-Feb-11	<b>CONSTRUCTION</b>	31-Aug-2012
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**CAPITAL OUTLAY COSTS**

Description	PRIOR YEARS	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	TOTAL
Land Acquisition							-
Engineering		400,000	400,000				800,000
Design & Survey							-
Construction							-
Buildings							-
Other Improvements							-
Inspection fees							-
Equipment							-
Other Project Costs							-
Contingency							-
<b>TOTAL CAPITAL OUTLAY</b>	-	400,000	400,000	-	-	-	800,000

**PROPOSED SOURCES OF FUNDING**

Source of Funding	PRIOR YEARS	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	TOTAL
USD Capital Impact Fees (413)		400,000	400,000				800,000
<b>TOTAL FUNDING</b>	-	400,000	400,000	-	-	-	800,000

**OPERATING COSTS**

OPERATING COSTS:	PRIOR YEARS	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	TOTAL
Personal Services							-
Operating Costs							-
Maintenance Costs							-
<b>TOTAL OPERATING COSTS</b>		-	-	-	-	-	-

# **CITY OF RIVIERA BEACH**



## **CAPITAL PROJECTS PLAN FISCAL YEARS 2011/2012 to 2015/2016**

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**FISCAL YEARS 2011/2012 - 2015/2016**

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**CITY OF RIVIERA BEACH  
CAPITAL PROJECT PROPOSAL  
#REF!**

<b>DEPARTMENT:</b>	UTILITY SPECIAL DISTRICT	<b>PROJECT STATUS:</b>	NEW
<b>PROJECT TITLE:</b>	HYDRAULIC MODEL WATER / SEWER		
<b>PRIORITY ASSIGNED BY DEPARTMENT (1 HIGHEST TO 5 LOWEST):</b>	2		
<b>PRIORITY ASSIGNED BY CITY MANAGER (1 HIGHEST TO 5 LOWEST):</b>			
<b>MANDATED BY LAW (CHECK YES OR NO):</b>	YES	NO	X
<b>MANDATED BY COUNCIL (CHECK YES OR NO):</b>	YES	NO	X
<b>APPROVED BY RESOLUTION NO.</b>		<b>RESOLUTION DATE:</b>	

**PROJECT DESCRIPTION**

An analysis of current and future conditions of the water distribution and wastewater collection systems. This model will be used to operate the water and wastewater systems in the most efficient manner. The impacts of any future improvements or changes

**PROPOSED COMPLETION DATES**

<b>PROJECT PROPOSAL / DISCUSSION</b>	30-Nov-10	<b>DESIGN</b>	31-Jan-11	<b>CONSTRUCTION</b>	30-Apr-2012
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**CAPITAL OUTLAY COSTS**

Description	PRIOR YEARS	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	TOTAL
Land Acquisition							-
Engineering		300,000	-				300,000
Design & Survey							-
Construction							-
Buildings							-
Other Improvements							-
Inspection fees							-
Equipment							-
Other Project Costs							-
Contingency							-
<b>TOTAL CAPITAL OUTLAY</b>	-	300,000	-	-	-	-	300,000

**PROPOSED SOURCES OF FUNDING**

Source of Funding	PRIOR YEARS	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	TOTAL
USD Capital Impact Fees (413)		300,000					300,000
<b>TOTAL FUNDING</b>	-	300,000	-	-	-	-	300,000

**OPERATING COSTS**

OPERATING COSTS:	PRIOR YEARS	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	TOTAL
Personal Services							-
Operating Costs							-
Maintenance Costs							-
<b>TOTAL OPERATING COSTS</b>		-	-	-	-	-	-

CITY OF RIVIERA BEACH CAPITAL PROJECT PROPOSAL #REF!							
<b>DEPARTMENT:</b> UTILITY SPECIAL DISTRICT				<b>PROJECT STATUS:</b> NEW			
<b>PROJECT TITLE:</b> UTILITY MASTER PLAN							
<b>PRIORITY ASSIGNED BY DEPARTMENT (1 HIGHEST TO 5 LOWEST):</b>				2			
<b>PRIORITY ASSIGNED BY CITY MANAGER (1 HIGHEST TO 5 LOWEST):</b>							
<b>MANDATED BY LAW (CHECK YES OR NO):</b>		YES		NO		X	
<b>MANDATED BY COUNCIL (CHECK YES OR NO):</b>		YES		NO		X	
<b>APPROVED BY RESOLUTION NO.</b>				<b>RESOLUTION DATE:</b>			
PROJECT DESCRIPTION							
The Utility District is in need of a master plan in order to project for and anticipate the critical areas of improvement within the service area. This master plan will serve as the guide for staff to follow when planning projects and improving operation							
PROPOSED COMPLETION DATES							
<b>PROJECT PROPOSAL / DISCUSSION</b>	30-Nov-10	<b>DESIGN</b>	28-Feb-11	<b>CONSTRUCTION</b>	31-Aug-2012		
CAPITAL OUTLAY COSTS							
Description	PRIOR YEARS	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	TOTAL
Land Acquisition							-
Engineering		400,000					400,000
Design & Survey							-
Construction							-
Buildings							-
Other Improvements							-
Inspection fees							-
Equipment							-
Other Project Costs							-
Contingency							-
<b>TOTAL CAPITAL OUTLAY</b>	-	400,000	-	-	-	-	400,000
PROPOSED SOURCES OF FUNDING							
Source of Funding	PRIOR YEARS	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	TOTAL
USD Capital Impact Fees (413)		400,000					400,000
<b>TOTAL FUNDING</b>	-	400,000	-	-	-	-	400,000
OPERATING COSTS							
OPERATING COSTS:	PRIOR YEARS	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	TOTAL
Personal Services							-
Operating Costs							-
Maintenance Costs							-
<b>TOTAL OPERATING COSTS</b>		-	-	-	-	-	-