

RESOLUTION NO 10-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY TO ACCEPT VOUCHERS FROM THE COUNTY'S DROWNING PREVENTION COALITION PROGRAM FOR REDEMPTION FOR PAYMENT OF SWIMMING LESSONS PROVIDED BY PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach offers swimming lessons to individuals for a fee; and

WHEREAS, the Palm Beach County Drowning Prevention Coalition Program offers vouchers for redemption for such swimming lessons; and

WHEREAS, the City of Riviera Beach desires to accept the vouchers redeemed for payment for swimming lessons to individuals.

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

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement with Palm Beach County to accept vouchers to be redeemed for payment for swimming lessons to individuals.

SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

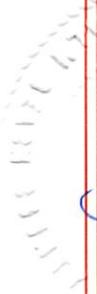
PASSED AND APPROVED this 3RD day of FEBRUARY 2016.

APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


TERENCE D. DAVIS
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

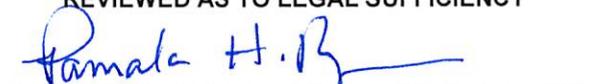
B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

**INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS**

This Agreement is made as of the 1st day of June, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of Riviera Beach, a Florida municipal corporation located in Palm Beach County, Florida.(hereinafter referred to as "MUNICIPALITY").

WHEREAS, COUNTY, through its Drowning Prevention Coalition's ("DPC") Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

WHEREAS, the parties desire to enter into this Agreement for MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

ARTICLE 1 - SERVICES

MUNICIPALITY shall offer and provide swimming lesson classes to individuals who present vouchers issued by the DPC Learn to Swim Program. Each class to be offered and provided shall consist of a series of at least six swimming lessons and shall be identified in **Exhibit A**, attached hereto and incorporated herein. Exhibit A shall set forth the name, type, swimming level, dates, location, minimum participation requirements, if any, and MUNICIPALITY's usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY's usual and customary fee is \$50.00 or less. If MUNICIPALITY's usual and customary fee for a swim class is more than \$50.00, then the maximum fee that MUNICIPALITY may charge voucher holders for said class is its usual and customary fee minus \$50.00. Said classes may be open to the public and are not restricted to voucher holders.

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein.

MUNICIPALITY represents and warrants that its aquatic facility is in compliance, and shall continue to be in compliance, with Section 514.031, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, MUNICIPALITY must provide to COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2015 and shall remain in effect until September 30, 2016.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

- A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY its usual and customary fee per class as set forth in **Exhibit A** hereto, up to a maximum of \$50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.
- B. MUNICIPALITY shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

ARTICLE 4 - TERMINATION

The COUNTY may terminate this Agreement at any time upon written notice to the MUNICIPALITY with or without cause and without penalty, damages or recourse against COUNTY. MUNICIPALITY may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

ARTICLE 5 - PERSONNEL

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

All of the services required hereunder shall be performed by the MUNICIPALITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

MUNICIPALITY may not, without written approval of COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2005-1906. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

The MUNICIPALITY 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 of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association,

interest or other circumstance which may influence or appear to influence the MUNICIPALITY '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 MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY 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 COUNTY by the MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY 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 MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY 'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

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

ARTICLE 15 – PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this

Agreement shall at all times, and in all places, be subject to the MUNICIPALITY 'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY 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 or termination of this Agreement. The COUNTY 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 MUNICIPALITY 'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY 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, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The MUNICIPALITY has submitted to COUNTY a copy of its non-discrimination policy which

is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if MUNICIPALITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that MUNICIPALITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY 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 COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire-Rescue Administrator

If sent to the MUNICIPALITY, notices shall be addressed to:

City of Riviera Beach Parks and Recreation Department
1621 West Blue Heron Boulevard Riviera Beach, FL 33404
Attn: Aladia Franks, Interim Director

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

Samantha Chan
Signature

Laura A. Chan
Name (type or Print)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: *Jeffrey P. Collins*
Jeffrey P. Collins, Fire-Rescue Administrator,
through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Paul F. [Signature]*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Palm Beach County Fire-Rescue

ATTEST:

By: *[Signature]*
City Clerk

CITY OF RIVIERA BEACH

By: *[Signature]*
Thomas Masters, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Pamela H. [Signature]*
City Attorney



Barracuda Bay Aquatic Complex Learn to Swim 2016

All classes are taught by American Red Cross certified Water Safety Instructors.

Parent and Child Aquatics (Ages 6 months -3 yrs. old)

Level 1 – Introduces basic skills to parents and children, including safety topics.

Level 2 – Builds on the skills introduced in Level 1, with participants improving these skills and learning more advanced skills.

Preschool Aquatics NEW! (Ages 4yrs. – 5yrs. old)

Level I

Helps participants feel comfortable in the water and to enjoy the water safely.

Level II

Builds on the skills learned in Level 1 and gives participants success with fundamental skills such as floating and basic locomotion.

Level III

Builds on the skills in Level 2 and improves participants' coordination of simultaneous arm and leg actions and alternating arm and leg actions.

Learn-to-Swim (Ages 6yrs.-15yrs. old)

Level I: Introduction to Water Skills

Helps participants feel comfortable in the water.

Level II: Fundamental Aquatic Skills

Gives participants success with fundamental skills.

Level III: Stroke Development

Builds on the skills in Level 2 through additional guided practice in deeper water.

Level IV: Stroke Improvement

Develops confidence in the skills learned and improves other aquatic skills.

Adult lessons for Beginners (Ages 16yrs. and older)

This class is designed for ages 16 and up to build on the aquatic locomotion and safety, and to develop overall confidence and competency in the aquatic environment. This level includes deep water bobbing, turns at the walls, fundamentals of elementary backstroke, front crawl, side stroke, breast stroke and rhythmic breathing.

When: Mondays, Wednesdays, & Fridays
 Session 1: March 21 – April 1, 2016
 Session 2: April 4 – 15, 2016
 Session 3: April 18 – 29, 2016
 Session 4: May 2 – 13, 2016
 Session 5: May 16 – 27, 2016
 Session 6: May 30 – June 10, 2016
 Session 7: June 13 – 24, 2016
 Session 8: June 27 – July 8, 2016
 Session 9: July 11 – 22, 2016
 Session 10: July 25 – August 5, 2016
 Session 11: August 8 – 19, 2016
 Session 12: August 22 – September 2, 2016
 Session 12: September 5 – 16, 2016
 Session 13: September 19 – 30, 2016
 Session 14: October 3 – 14, 2016
 Session 15: October 17 – 28, 2016

Times:

Parent/Child:

5:15pm- 5:45pm (Level I-II)

Preschool Aquatics NEW:

Level I: 5:15pm- 5:45 pm
 Level II: 5:15pm- 5:45 pm
 Level III: 5:15pm- 5:45 pm

Learn-to-Swim:

Level I: 6:00pm – 6:30 pm
 Level II: 6:00pm – 6:30 pm
 Level III: 6:00p.m.-6:30 pm
 Level IV: 6:00p.m.-6:30 pm

Adult Lessons: 6:45p.m.-7:15 pm

Location: Barracuda Bay Aquatic Complex
 1621 W. Blue Heron Blvd
 Riviera Beach, Fl 33404

Admission: \$20.00 per session for residents
 \$25.00 per session for non-residents

Registration: Call (561)845-4070
 Monday – Friday; 8:00am – 5:00pm

The City of Riviera Beach is partnering with the Palm Beach County Drowning Coalition to provide swim lessons for qualified applicants free of charge. For more information, contact the Drowning Prevention Coalition at 561-616-7068

- * **First Come /First Serve (Space is limited)**
- * **All dates and times are subject to change due to inclement weather or staffing.**

RESOLUTION NO. 11-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY AESTHETIC FEATURE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION UPON REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to place welcome signs within the Florida Department of Transportation's (FDOT) Right-of-Way; and

WHEREAS, installation of such signs requires the City to enter into a Community Aesthetic Feature Agreement (CAFA) with the FDOT; and

WHEREAS, a resolution from City Council authorizing a designee to execute the agreement is required as a part of the agreement review process; and

WHEREAS, the City's legal department will review and approve the agreement prior to execution.

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

SECTION 1. The City Council authorizes the City Manager to execute the Community Aesthetic Feature Agreement (CAFA) upon its completion after review and approval by the City Attorney.

SECTION 2. That this resolution shall take effect immediately upon its passage and approval by City Council.

PASSED AND APPROVED this 3RD day of FEBRUARY, 2016.

APPROVED:



THOMAS A. MASTERS
MAYOR

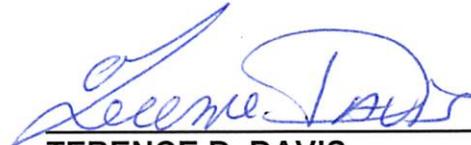


DAWN S. PARDO
CHAIRPERSON

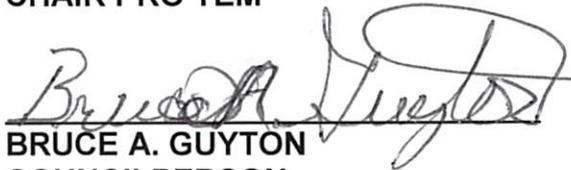
ATTEST:



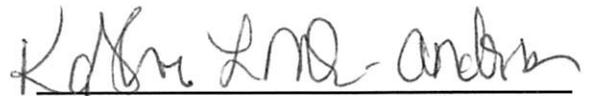
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



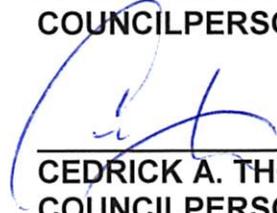
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 12-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO REQUEST THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONVEY SURPLUS PROPERTY TO THE CITY OF RIVIERA BEACH TO BE UTILIZED FOR THE PUBLIC PURPOSE OF THE RIVIERA BEACH HEIGHTS COMMUNITY CENTER AND OVERFLOW PARKING IN SUPPORT OF THE RIVIERA BEACH HEIGHTS COMMUNITY CENTER AND OTHER FUTURE PUBLIC PURPOSE PROJECTS, SUCH PROPERTY BEING IDENTIFIED IN THE LEGAL DESCRIPTIONS AND SKETCHES ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) acquires properties for transportation facilities for the citizens of the State of Florida; and

WHEREAS, the FDOT is permitted by law to convey real property that FDOT no longer needs and determines to be surplus to other public entities to further the public needs of the State of Florida; and

WHEREAS, the City can utilize FDOT's surplus property described on the attached Exhibit "A" for said public purpose use(s); and

WHEREAS, it is in the best interest of the citizens of the State of Florida to gain the most benefit from properties acquired with public funds; and

WHEREAS, the City is requesting that FDOT convey to the City the surplus property described on the attached Exhibit "A" (see below) and by the following legal description:

All of Lots 31 and 32, RIVIERA BEACH HEIGHTS, according to the plat thereof, as recorded in Plat Book 22, Page 61, less that parcel of land as described in Official Record Book 3787, Page 94, of the Public records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida

Containing 9,950 square feet, more or less.

AND

All of Lot 62, RIVIERA BEACH HEIGHTS, according to the plat thereof, as

RESOLUTION NO. 12-16
PAGE 2 of 4

recorded in Plat Book 22, Page 61, of the Public records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida.

Containing 5,000 square feet, more or less.

AND

All of Lot 62, RIVIERA BEACH HEIGHTS ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 23, Page 15, of the Public records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida.

Containing 5,000 square feet, more or less.

AND

All of Lot 61, RIVIERA BEACH HEIGHTS ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 23, Page 15, of the Public records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida.

Containing 5,000 square feet, more or less.

AND

All of Lots 52 and 53, RIVIERA BEACH HEIGHTS ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 23, Page 15, less that parcel of land as described in Official Records Book 3864, Page 843, of the Public records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida.

Containing 9,950 square feet, more or less.

AND

All of Lot 51, RIVIERA BEACH HEIGHTS ADDITION NO. 2, according to the plat thereof, as recorded in Plat Book 23, Page 15, of the Public records of Palm Beach County, Florida, lying in Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida.

Containing 5,000 square feet, more or less; and

WHEREAS, the FDOT's referenced parcels are on PCN: 56-43-42-33-08-000-0310; 56-43-42-33-09-000-0520; 56-43-42-33-09-000-0510; 56-43-42-33-08-000-

RESOLUTION NO. 12-16
PAGE 3 of 4

0370; 56-43-42-33-09-000-0620 and 56-43-42-33-09-000-0610 and contain 0.92 acres; and

WHEREAS, the City's Public Works Department will be the City entity responsible for maintaining the FDOT's referenced parcels upon completion of the conveyance to the City until the properties are developed by the City and/or the Riviera Beach Community Redevelopment Agency; and

WHEREAS, the surplus property is proposed to be conveyed to the City for said public purpose use(s).

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true, correct and incorporated into this Resolution by this reference.

SECTION 2. The City requests the FDOT to convey title to the surplus property described on the attached Exhibit "A" to the City pursuant to Section 337.25(4)(b), Florida Statutes.

SECTION 3. The surplus property to be conveyed to the City by FDOT will be used for the public purpose(s).

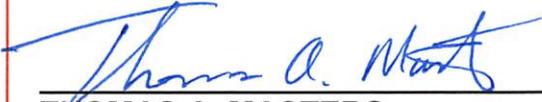
SECTION 4. The City Council hereby authorizes the City Clerk to forward an executed copy of this Resolution to the Florida Department of Transportation, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421, for further handling.

SECTION 5. Should any one or more of the provisions or element of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

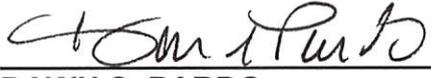
SECTION 6. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

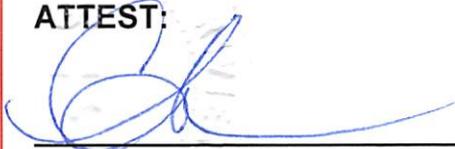
APPROVED:



THOMAS A. MASTERS
MAYOR



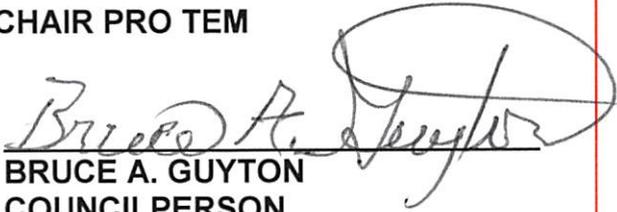
DAWN S. PARDO
CHAIRPERSON

ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

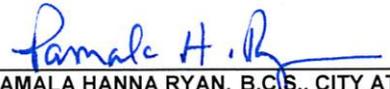
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 13-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DEED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO DONATE A 642 SQUARE FEET PORTION OF THE SOUTHWEST INTERSECTION OF WEST BLUE HERON BOULEVARD AND AVENUE S FOR THE PURPOSE OF PROPOSED INTERSECTION IMPROVEMENTS BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) acquires properties for transportation facilities for the citizens of the State of Florida; and

WHEREAS, the FDOT proposes to construct or improve the West Blue Heron Boulevard and Avenue S intersection in order to increase the turn radius for trucks and school buses at the referenced intersection; and

WHEREAS, the City of Riviera Beach owns the parcel at the southwestern intersection of West Blue Heron Boulevard and Avenue S, known locally as the Barracuda Bay Aquatic Park 1621 W. Blue Heron Boulevard; and

WHEREAS, the necessary intersection improvements will not negatively impact the Barracuda Bay Aquatic Park; and

WHEREAS, the City hereby confirms that the section of the referenced portion of the southwestern intersection of West Heron Boulevard and Avenue S is surplus property and the land is not needed for City purposes; and

WHEREAS, the FDOT has made application to the City to execute and deliver to the FDOT a deed in favor of the FDOT, conveying all rights, title and interest that the City has in and to the referenced portion of the southwestern portion of the West Blue Heron Boulevard and Avenue S intersection that's required to support the proposed FDOT intersection improvements; and

WHEREAS, the FDOT can utilize the City's surplus property described on the attached Exhibit "A" for said public purpose use(s); and

WHEREAS, the FDOT is requesting that the City convey to the FDOT the surplus property described on the attached Exhibit "A" (see below) and by the following legal description:

Parcel No. 101 Item/Segment No. 4351441

A portion of Lots 5 thru 8, Block 7, CORRECTED PLAT OF THE 3RD ACREHOME PARK, according to the plat thereof, as recorded in Plat Book 15, Page 17 of the Public Records of Palm Beach County, Florida, lying in Section 29, Township 42 South, Range 43 East, being more particularly described as follows:

BEGIN at the Northeast Corner of said Lot 8, also being the intersection of the Southerly Existing Right of Way line of State Road 708 (Blue Heron Boulevard) and the Westerly Existing Right of Way line of Avenue "S" as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 4351441, Section No. 93012-2503; thence South 01°10'21" West along said Westerly Existing Right of Way line of Avenue "S", a distance of 91.76 feet; thence North 05°26'32" West, a distance of 68.02 feet to the beginning of a non-tangent curve concave Southwesterly, having a chord bearing of North 46°50'50" West; thence along said curve, having a radius of 32.00 feet, through a central angle of 69°41'23", an arc distance of 38.92 feet to the end of said curve, and a point on said Southerly Existing Right of Way line of State Road 708 (Blue Heron Boulevard); thence South 88°23'42" East along said Southerly Existing Right of Way line of State Road 708 (Blue Heron Boulevard), a distance of 35.02 feet to the POINT OF BEGINNING.

Containing 642 square feet, more or less.

WHEREAS, the City's referenced parcel is on PCN: 56-43-42-29-04-007-0010 and contains 642 square feet, more or less; and

WHEREAS, the City and the FDOT agreed to convey the referenced portion of PCN: 56-43-42-29-04-007-0010 (1621 W. Blue Heron Boulevard) for and in consideration of the sum of \$1.00.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true, correct and incorporated into this Resolution by this reference.

SECTION 2. The Florida Department of Transportation requests the City to convey title to the surplus property described on the attached Exhibit "A" to the FDOT.

SECTION 3. The City Council hereby authorizes the Mayor and City Clerk to execute the Property Deed attached hereto and made a part of this Resolution as Exhibit "A".

RESOLUTION NO. 13-16
PAGE 3 of 4

SECTION 4. The City Council hereby authorizes the City Clerk to forward an executed copy of this Resolution and corresponding Exhibits to the Florida Department of Transportation, 3400 W. Commercial Blvd., Ft. Lauderdale, Florida 33309-3421, for further handling.

SECTION 5. Should any one or more of the provisions or element of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

SECTION 6. This Resolution shall take effect immediately upon approval.

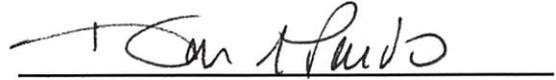
PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

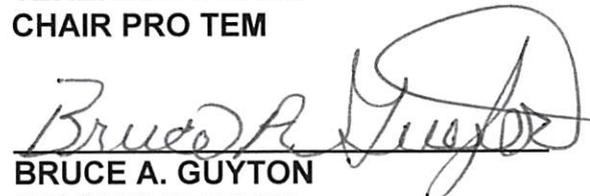
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 14-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FOR THE CITY INITIATED RIVIERA BEACH HEIGHTS COMMUNITY CENTER, A MULTI-PURPOSE COMMUNITY ACTIVITY BUILDING, APPROXIMATELY 3,500 SQUARE FEET IN AREA, LOCATED ON VACANT LAND AT THE NORTHEAST CORNER OF WEST 4TH STREET AND AVENUE 'G'; PROVIDING FOR CONDITIONS OF APPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the residents of the Riviera Beach Heights neighborhood have requested a community facility in order to provide a space for various events and activities; and

WHEREAS, construction of a neighborhood community center would satisfy the residents' requests and also function as a neighborhood anchor, fostering a greater sense of place; and

WHEREAS, the City Council has supported this proposal and encouraged project approval and implementation; and

WHEREAS, the Florida Department of Transportation has committed to donating land for construction of the community center; and

WHEREAS, a public informational meeting was held on December 9, 2015 to discuss this project and there was overwhelming support of the community center proposal; and

WHEREAS, this proposal has been reviewed interdepartmentally by City staff and there are no outstanding staff questions or comments; and

WHEREAS, on January 14, 2016, the Planning and Zoning Board reviewed this project proposal and unanimously recommend approval.

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

RESOLUTION NO. 14-16
PAGE 2 of 3

SECTION 1. The City Council hereby approves the City initiated application for site plan approval (SP-15-15), for a +/- 3500 square foot community center, located on three parcels of land, known by parcel control numbers 56-43-42-33-09-000-0520; 56-43-42-33-09-000-0510 & 56-43-42-33-08-000-0310, on +/- 0.56 acres, within the Riviera Beach Heights Neighborhood, situated on the northeast corner of West 4th Street and Avenue "G", with overflow parking at the southwest corner of West 5th Street and Avenue "G", with the following conditions:

1. This development must receive final Certificate of Occupancy from the City within five years of the approval of this resolution (by February 3, 2021) or the resolution shall be considered null and void, requiring the applicant to resubmit application for site plan approval and re-initiate the site plan approval process.
2. Once approved, the City Council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved submittal

SECTION 2. The associated site plan and landscape plan are attached hereto and shall be archived as part of this resolution as Exhibit "A" and Exhibit "B".

SECTION 3. This Resolution shall take effect immediately upon passage and approval by City Council.

PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

APPROVED:



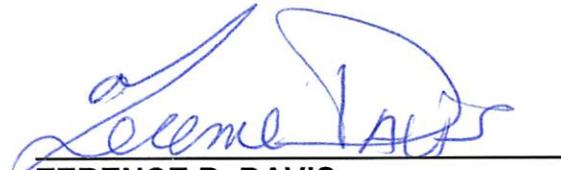
THOMAS A. MASTERS
MAYOR



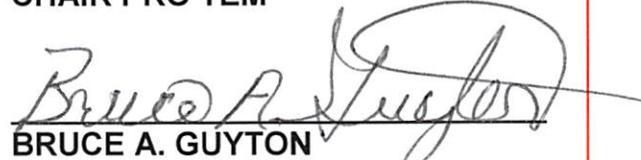
DAWN S. PARDO
CHAIRPERSON

ATTEST:

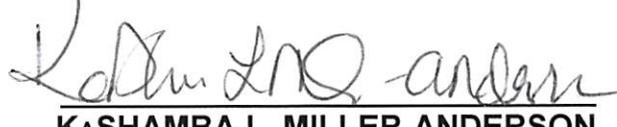

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



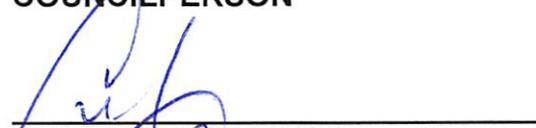
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

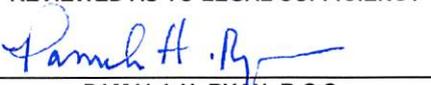
B. GUYTON AYE

K. MILLER-ANDERSON NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, B.C.S.,
CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 15-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; APPROVING AN APPLICATION FROM THE MARUTI FLEET AND MANAGEMENT, LLC. FOR SITE PLAN APPROVAL TO DEVELOP A SINGLE STORY 4,734 SQUARE FOOT DISPATCH AND VEHICLE FLEET STORAGE CENTER ON 1.70 ACRES OF VACANT INDUSTRIAL LAND ON PCN: 56-43-42-31-20-000-0090, WHICH IS LOCATED AT THE NORTHEAST CORNER OF THE END OF WEST 10TH STREET, EAST OF NORTH CONGRESS AVENUE, WEST OF AVENUE U, AND SOUTH OF WEST 12TH STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property with Parcel Control Number 56-43-42-31-20-000-0090 is approximately 1.70 acres; and

WHEREAS, Maruti Fleet and Management, LLC. desires to develop a single story 4,734 square foot dispatch and vehicle fleet storage center located on the northeast corner of the end of West 10th Street, east of North Congress Avenue, west of Avenue E and south of West 12th Street on a 1.70 acre parcel of vacant industrial land on PCN: 56-43-42-31-20-000-0090; and

WHEREAS, on January 14, 2016, the Planning and Zoning Board, an advisory board to the City Council, reviewed the Maruti Fleet and Management, LLC. site plan development proposal and unanimously recommended approval of this project to the City Council; and

WHEREAS, City Staff has determined that the Maruti Fleet and Management, LLC. development proposal is consistent with and compatible to the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council desires to approve the site plan application and plans for Maruti Fleet and Management, LLC. to develop a single story 4,734 square foot dispatch and vehicle fleet storage center located on the northeast corner of the end of West 10th Street, east of North Congress Avenue, west of Avenue U and south of West 12th Street on a 1.70 acre parcel of vacant industrial land on PCN: 56-43-42-31-20-000-0090.

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

SECTION 1. The City Council hereby finds that the site plan application to develop and operate a single story 4,734 square foot dispatch and vehicle fleet storage center on a 1.70 acre parcel of vacant industrial land on PCN: 56-43-42-31-20-000-0090 is consistent with and compatible to the City's Comprehensive Plan and Land Development Regulations.

SECTION 2. The City Council hereby approves the aforementioned application from Maruti Fleet and Management, LLC. for site plan approval with the following conditions:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before the certificate of occupancy is issued.
2. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
4. This development must receive final Certificate of Occupancy from the City for all buildings and units approved within five years of the approval of this resolution (by February 3, 2021) or the resolution shall be considered null and void, requiring the applicant to resubmit site plan fees and application for site plan approval and re-initiate the site plan approval process.
5. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
6. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.

SECTION 3. The associated site plan, landscape plan, and building elevations are attached hereto and made a part of this Resolution as Exhibit "A", "B", and "C".

RESOLUTION NO. 15-16
Page 3 of 4

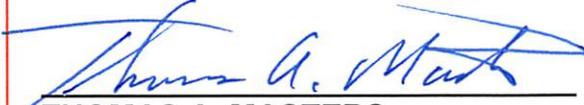
SECTION 4. Should any one or more of the provisions or element of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

SECTION 5. This Resolution shall take effect immediately upon approval.

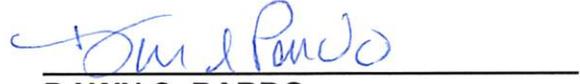
PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

APPROVED:

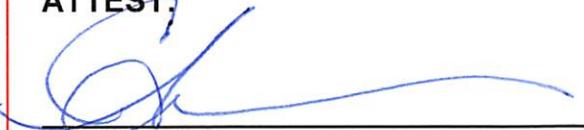


THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

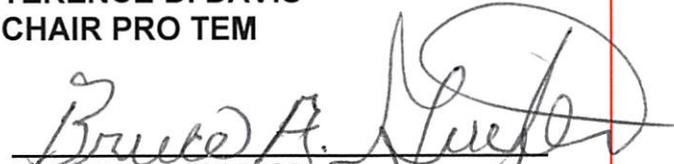
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

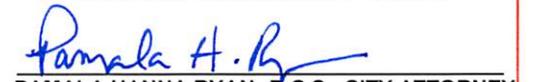
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 16-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF A FINDING OF NECESSITY IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 163 PART III, FLORIDA STATUTES, FOR THE PROPOSED CRA BOUNDARY EXPANSION AREA FOR RIVIERA BEACH HEIGHTS.

WHEREAS, the Community Redevelopment Agency (CRA) has contracted with the Treasure Coast Regional Planning Council (TCRPC) to study the expansion of the CRA Boundaries including development of the appropriate data and analysis for the Riviera Beach City Council to consider a finding of necessity to expand the boundaries of the CRA; and

WHEREAS, the CRA has received and considered the attached written materials including a "Finding of Necessity" report, and proposed community redevelopment area boundary expansion map for Riviera Beach Heights ("Expansion Area") attached as Exhibit "A"; and

WHEREAS, after having received and considered the documents presented and the determinations and the facts and evidence of conditions in the Expansion Area, on September 9, 2015, the Board of Commissioners of the CRA voted 3 to 1, with Chair Pardo dissenting and Commissioner Miller absent for the vote, to recommend that the City Council approve the attached Findings of Necessity in accordance with Florida Statutes; and

WHEREAS, on January 14, 2016 the Planning and Zoning Board voted to approve the Findings of Necessity and expansion of the CRA boundary in Riviera Beach Heights; and

WHEREAS, the City Council desires to approve the Finding of Necessity and expansion of the CRA boundary in Riviera Beach Heights, attached hereto as Exhibit "A".

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

SECTION 1. That the City Council approves the Finding of Necessity for the proposed CRA Boundary Expansion Area for Riviera Beach Heights, attached hereto and archived as part of this resolution as Exhibit A.

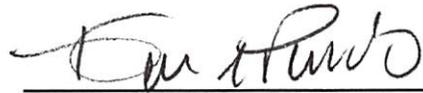
SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

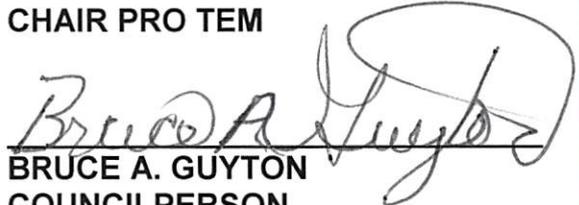
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

K. MILLER NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 17-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECOMMENDING APPROVAL OF A FINDING OF NECESSITY IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 163 PART III, FLORIDA STATUTES, FOR THE PROPOSED CRA BOUNDARY EXPANSION AREA FOR SINGER ISLAND.

WHEREAS, the Community Redevelopment Agency (CRA) has contracted with the Treasure Coast Regional Planning Council (TCRPC) to study the expansion of the CRA Boundaries including development of the appropriate data and analysis for the Riviera Beach City Council to consider a finding of necessity to expand the boundaries of the CRA; and

WHEREAS, the CRA has received and considered the attached written materials including a "Finding of Necessity" report, and proposed community redevelopment area boundary expansion map for Singer Island ("Expansion Area") attached as Exhibit "A"; and

WHEREAS, after having received and considered the documents presented and the determinations and the facts and evidence of conditions in the Expansion Area, on August 26, 2015, the Board of Commissioners of the CRA voted unanimously to recommend that the City Council approve the attached Findings of Necessity in accordance with Florida Statutes; and

WHEREAS, on January 14, 2016 the Planning and Zoning Board voted to approve the Finding of Necessity and expansion of the CRA boundary on Singer Island; and

WHEREAS, the City Council desires to approve the Finding of Necessity and expansion of the CRA boundary on Singer Island, attached hereto as Exhibit "A".

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

SECTION 1. That the City Council approves the Finding of Necessity for the proposed CRA Boundary Expansion Area for Singer Island, attached hereto and archived as part of this resolution as Exhibit A.

SECTION 2. This Resolution shall take effect immediately upon approval.

RESOLUTION NO. 17-16
PAGE 2 of 2

PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

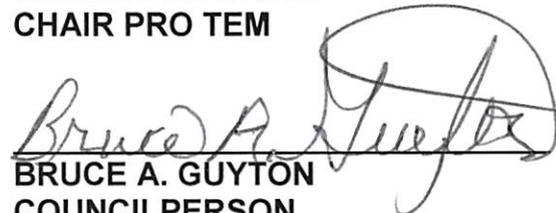
ATTEST:



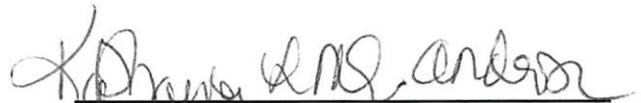
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

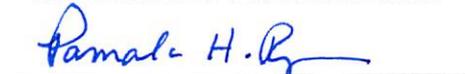
K. MILLER NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS OUT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

RESOLUTION NO. 18-16

AN APPLICATION FOR SITE PLAN AND REPLAT APPROVAL FROM KT 5000, LLC, TO DEVELOP 4.39 ACRES OF LAND AT 5000 NORTH OCEAN DRIVE, KNOWN AS HARBOR POINT, IN ORDER TO CONSTRUCT A 48 UNIT, 19 STORY CONDOMINIUM, 200 FEET IN HEIGHT, POSITIONED WESTWARD OF THE 1997 COASTAL CONSTRUCTION CONTROL LINE, LOCATED WITHIN THE HIGH DENSITY MULTIFAMILY (RM-20) ZONING DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, KT 5000 LLC desires to develop 4.39 acres of land at 5000 North Ocean Drive to construct a 48 unit, 19 story condominium, westward of the 1997 Coastal Construction Control Line, currently known as "Harbor Point", City staff site plan number (SP-15-14) and plat number (PA-15-02); and

WHEREAS, the existing Harbor Point condominium building has been demolished, except for a small area which will be renovated for use as a sales office; and

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, City staff determined that the development proposal is consistent with the City's Comprehensive Plan and the City's Land Development Regulations; and

WHEREAS, in accordance with City Resolution 236-04, the applicant held a public community meeting on Singer Island, at 1229 E Blue Heron Blvd, on January 5, 2016; and

WHEREAS, the Planning and Zoning Board reviewed the Site Plan and Replat, attached hereto as Exhibit "A" and Exhibit "B", respectively, on January 14, 2016 and voted to recommend approval to the City Council; and

WHEREAS, the City Council desires to approve the application for Site Plan and Plat approval from KT 5000 LLC to develop a 48 unit, 19 story condominium, within the High Density Multifamily (RM-20) Zoning District, at 5000 North Ocean Drive, westward of the 1997 Coastal Construction Control Line.

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

SECTION 1. The City Council finds that the application for Site Plan and Plat approval from KT 5000 LLC to develop a 48 unit, 19 story condominium, within the High Density Multifamily (RM-20) Zoning District, at 5000 North Ocean Drive, westward of the 1997 Coastal Construction Control Line, is consistent with the City's Comprehensive Plan and the City's Land Development Regulations.

SECTION 2. The City Council approves the application from KT 5000 LLC with the following conditions:

1. Visitor parking spaces specified on the site plan must remain for visitor parking in perpetuity and may not be sold for private use.
2. A Sea Turtle Protection Lighting Plan approved by PBC and/or regulating State agency is required to be submitted to the City prior to issuance of construction permits.
3. Documentation from FDEP authorizing the removal and mitigation of mangroves must be provided to the City prior to issuance of building permits.
4. Approval from FDEP for any dune modifications and/or walkways east of the 1979 CCCL must be provided to the City prior to issuance of construction permits.
5. A landscape bond at 110% of the value of landscaping and irrigation is required prior to issuance of a certificate of occupancy.
6. A beach renourishment access easement shall be executed with Palm Beach County for the maintenance and/or renourishment of the beach through this site.
7. Within 90 days of City Council approval of this Resolution, the applicant shall contribute \$350,000 to the City, which shall be kept within a special wetland mitigation account and be used solely for the acquisition, conservation and/or maintenance of wetland and/or special preservation land on Singer Island.
8. Future amendments to this site plan may be made administratively so long as the site plan does not deviate greater than five percent (5%) from the originally approved submittal.
9. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
10. This development must receive final Certificate of Occupancy from the City for all buildings and units approved within five years of the approval of this resolution (by February 3, 2021) or the resolution shall be considered null and void, requiring the applicant to resubmit site plan fees and application for site

plan approval and re-initiate the site plan approval process.

11. Approval of this site plan is conditioned upon the second reading and final approval of the Harbor Point Drive Abandonment Ordinance.

12. The applicant voluntarily agrees to allocate a minimum of 10% of the project's total hard construction costs to businesses located within the City of Riviera Beach as a voluntary economic initiative.

SECTION 3. The associated site plan and replat are attached hereto and made a part of this resolution as Exhibit "A" and Exhibit "B", respectively.

SECTION 4. Should any one or more of the provisions or element of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

SECTION 5. This Resolution shall take effect immediately upon approval.

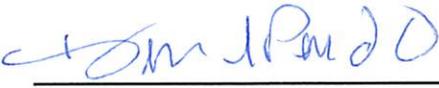
PASSED and APPROVED this 3rd day of FEBRUARY, 2016.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

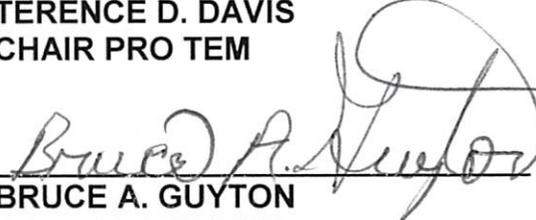
ATTEST:



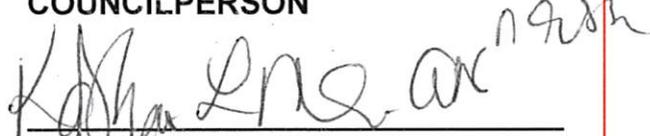
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. GUYTON

B. GUYTON AYE

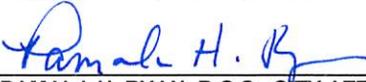
K. MILLER-ANDERSON NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 2/10/16

RESOLUTION NO. 19-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING RESOLUTION DAY TO BE HELD ON SATURDAY, FEBRUARY 27, 2016, TO BE HELD AT WELLS RECREATION CENTER, RIVIERA BEACH FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Councilman Bruce Guyton, the Youth Recreation Association (YRA), Mothers Against Murderers Association (M.A.M.A), and the Clergy Alliance desire to sponsor and recognize February 27, 2016, as Resolution Day, commencing at 8:00 am, at the Wells Recreation Center, Riviera Beach Florida; and

WHEREAS, the sponsors desire to start the year of 2016 off with a Resolution promoting Peace, Non-Violence, and Unity in an effort to make Palm Beach County a better place to live; and

WHEREAS, the sponsors resolve to work in conjunction with other organizations to help combat violent crime and racial disturbances which plagued our community in 2015.

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

SECTION 1. That City Council authorizes the City to participate and co-sponsor Resolution Day 2016, on Saturday, February 27, 2016.

SECTION 2. The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

SECTION 3. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 3RD DAY OF FEBRUARY, 2016.

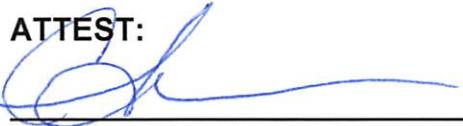
APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:


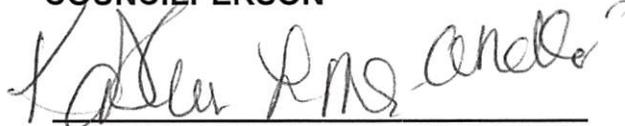
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



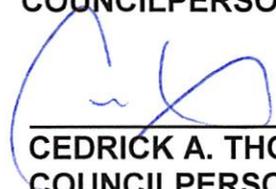
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



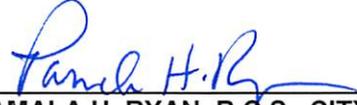
CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON	<u>AYE</u>
K. MILLER-ANDERSON	<u>AYE</u>
C. THOMAS	<u>AYE</u>
D. PARDO	<u>AYE</u>
T. DAVIS	<u>AYE</u>

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.G.S., CITY ATTORNEY

DATE: 2/10/16

RESOLUTION NO. 20-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING RFQ NO. 550-15-FOR MARINE COASTAL ENGINEERING CONSULTING SERVICES TO SEA DIVERSIFIED; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE YEAR CONTRACT BEGINNING FEBRUARY 03, 2016; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR WORK COMPLETED IN THE AMOUNT OF \$37,100 AND FOR FUTURE WORK UNDER THIS CONTRACT FROM ACCOUNT # 422-0000-575-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is advisable and desirable to employ a firm of coastal engineers having special and broad experience in the desired fields for the purpose of providing professional Marine/Coastal engineering planning and design services required in conjunction with the improvements to the City of Riviera Beach Marina; and

WHEREAS, the contract approved by Resolution 151-10 and awarded to Sea Diversified to provide these services which continue to be needed expired in 2013; and

WHEREAS, in accordance with provisions of City's procurement code, staff solicited Request for Qualifications for Professional Marine /Coastal Engineering Consulting Services for Improvements to the City of Riviera Beach Marina in RFQ NO.550-15; and

WHEREAS, the evaluation committee evaluated three (3) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.066) namely: Sea Diversified, Inc., Coastal Systems International; and Calvin, Giordano & Associates, Inc.; and

WHEREAS, Sea Diversified of Delray Beach, Florida was selected as the number one ranked firm to provide the services identified in the Request for Qualifications.

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

SECTION 1. That staff's recommendation to award the RFQ to Sea Diversified to provide Professional Marine /Coastal Engineering Consulting Services for Improvements to the City of Riviera Beach Marina is hereby approved.

SECTION 2. That the Mayor and City Clerk are authorized to execute the three year contract with Sea Diversified, said contract is attached hereto.

SECTION 3. That the Director of Finance and Administrative Services is authorized to make payment to Sea Diversified in the amount of \$37,100 from account 422-0000-575-0-6405 for post-project work completed for the Phase I and Phase IIA of the marina improvements, and for future Phases II portions of the marina improvements project.

SECTION 4. That this resolution shall become effective upon its passage and approval by City Council.

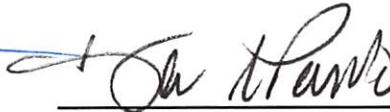
PASSED and APPROVED this 3RD day of FEBRUARY, 2016.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

APPROVED:

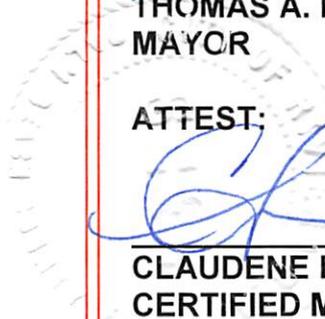


THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

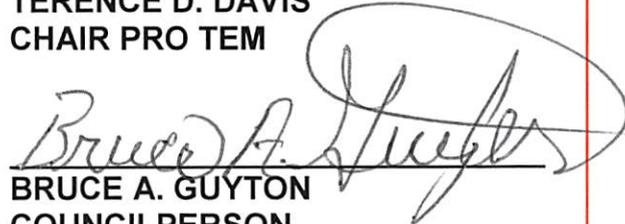
ATTEST:



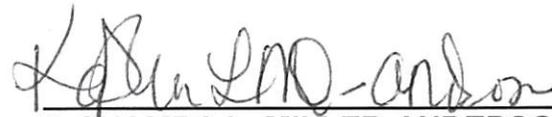

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

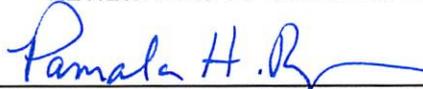
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 2/2/16

**CONTINUING CONTRACT FOR
PROFESSIONAL MARINE AND COASTAL ENGINEERING
SERVICES FOR IMPROVEMENTS TO THE RIVIERA BEACH MARINA**

THIS CONTINUING CONTRACT is entered into this 3rd day of February, 2016, by and between the City of Riviera Beach, a municipal corporation existing under the laws of the state of Florida, (hereinafter referred to as "CITY") and Sea Diversified, a Florida Corporation, located at 21 NW 2nd Street, Delray Beach, Florida, 33444, Federal Identification number 510501765 (hereinafter referred to as "ENGINEER").

WITNESSETH:

WHEREAS, the CITY has made significant capital improvements to its marina, which are ongoing; and

WHEREAS, the CITY needs to continue employing a coastal engineer which has special and broad experience in marine/coastal engineering, planning and design services to assist with the improvements to the City of Riviera Beach Marina, to perform assessments, investigations, geotechnical and environmental studies and testing, preparing reports, preliminary drawings, design, detailed drawings and bid specifications, planning, project management services during construction and frequent consultation with CITY's personnel; and

WHEREAS, the CITY, in accordance with the Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act, solicited, by a Request for Qualifications, a marine engineer which could provide the consulting services needed; and

WHEREAS, the ENGINEER responded to RFQ No. 550-15 and was highest ranked firm responding; and

WHEREAS, the CITY agrees to contract with ENGINEER to provide continuing professional engineering services as set forth herein.

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

ARTICLE 1 – BASIC SERVICES OF ENGINEER

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

- A. General Project Development - ENGINEER shall perform professional services as hereinafter provided which include coastal, civil, structural, mechanical and electrical engineering, architectural and other services in conjunction with the improvements to the City of Riviera Beach Municipal Marina and projects as assigned by CITY. Such services include, but are not limited to: (1) the preparation of construction plans and specifications; (2) providing engineering services during construction; (3) providing studies, investigations, and consultation as requested by staff; (4) preparing grants and permit applications and representing the CITY before all applicable governing and regulatory agencies; and (5) providing periodic status reports for projects as requested by City staff. Hereinafter "projects" or "Projects." In the event, that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the ENGINEER shall submit to the CITY, for its approval, a detailed Scope of Service with an hourly staff rate estimate for each portion of the scope. The ENGINEER's Lump Sum Fee shall be determined based on the actual hourly labor rates of the ENGINEER's

employees as indicated in the Professional Services Rate Schedule, Exhibit "1".

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

TERM PARAGRAPH	ARTICLE	SECTION
Record Drawing	1	(G) (9)
CITY's Representative	3	(H) _____
Payroll Costs	5	(D) _____
Reimbursable Expenses	5	(E) _____
Opinion of Probable Project Cost	48	_____

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

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

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

1. In consultation with CITY and on the basis of the accepted Report, determine the Scope of a Project.
2. Conduct additional sight investigations and surveys as required for design including but not limited to bathymetric/ topographic surveys, current and wave studies, geotechnical investigations and above and below water inspections of existing structures.
3. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Meet with City representatives to discuss product selection

alternatives including but not limited to floating and fixed docks, pilings, seawalls, utilities and other dock features and marina amenities.

4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for each Project including construction cost, contingencies, compensation for all professionals and engineers, cost of land, rights-of-way, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").
5. Furnish seven (7) copies of the above preliminary design documents and present and review them in person with CITY representatives.
6. Furnish copies and solicit review comments from interested governmental and regulatory agencies and utility companies.

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

ENGINEER shall:

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

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

1. Consult with and advise CITY as to the acceptability of subcontractors, product suppliers and other persons and organizations proposed by the prime Contractor(s) (hereinafter called "Contractor(s)") for

those portions of the work as to which such acceptability is required by the Contract Documents.

2. Consult with and advise CITY as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.
3. Coordinate and participate in pre-bid meetings and presentations by product manufacturers to assist the City with the bidding process.
4. Evaluate bids and assemble Contract Documents and recommend to CITY award of Contracts, and participate in presentation to CITY Council and other appropriate authorities as necessary.

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

1. Consult with and advise CITY and act as its representative. All of CITY's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of CITY except as otherwise provided in writing.
2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. ENGINEER shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall be responsible for review and approval of the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) and oversight of the safety precautions and programs incident to the work of Contractor(s) during such visits and keep CITY informed of the progress of the work, shall endeavor to guard CITY against defects and deficiencies in the work of Contractor(s), disapprove or reject work as failing to conform to the Contract Documents, and endeavor to achieve expeditious correction of such deficiencies.
3. Review and approve Shop Drawings and samples, the results of tests and inspections and other data which any Contractor is required to submit, for conformance with the design concept and operational requirements of each Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of CITY to Contractor(s); prepare routine change orders as required; ENGINEER may, as CITY's representative, require special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge the performance thereunder by the parties thereto; make decisions on all claims of CITY and Contractor(s) relating to the execution and progress of the work, and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him as a result of erroneous or incomplete information or data provided him by the CITY.
5. Whenever the CITY gives written notice of defects and deficiencies in any Project, as provided in Article 3-I, the ENGINEER shall endeavor to achieve expeditious correction of such defects and/or deficiencies.
6. Based on ENGINEER's on-site observations as an experienced and qualified design professional, input from the Project Representative(s) and his review of Contractor(s)' application for payment and the

accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contract(s) in such amounts; such approvals of payment to constitute a representation to CITY, based on such observations and review, that the work has progressed to the point indicated and that, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation). By recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures or construction or safety precautions or programs incident thereto. Approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to CITY free and clear of any lien, claims, security interests or encumbrances.

7. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.
8. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the project,
9. ENGINEER shall provide, for each construction project, the set of original record Drawings, including capital asset listing, conforming to construction records, showing the significant changes made during the construction process, based upon the marked-up prints, Drawings and other data furnished to the ENGINEER by the Contractor(s) and/or by Designees of the CITY.
10. Conduct an inspection sixty (60) days prior to the expiration of a guarantee period related to any Project designed by the ENGINEER and report to Contractor and CITY discrepancies for correction under guarantees provided in the prime Contract for the Project.

ARTICLE 2 - ADDITIONAL SERVICES OF ENGINEER

A. If authorized in writing by CITY, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services and these will be paid for by CITY as indicated in Article 5.

1. (1) Preparation of applications and supplemental project information for governmental grants, loans or advances in connection with a Project; (2) preparation of review of environmental assessments and impact statements; and (3) assume engineering responsibility in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of any Project.
2. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, CITY's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
3. Providing renderings or models for CITY's use.

4. Perform those functions required of the ENGINEER by bond resolutions, and as otherwise authorized by the CITY.
5. At request of CITY, furnishing the services of special engineers for special civil, structural, mechanical, environmental and electrical engineering and normal architectural design incidental thereto, such as engineers for interior design, selection of furniture and furnishings, communications, acoustics and other specialties.
6. Service resulting from the involvement of more separate prime Contracts for construction or for equipment not originally contemplated.
7. Services in connection with change orders to reflect changes requested by CITY if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered and services resulting from significant delays, changes in price increases occurring as a direct or indirect result of material, equipment or energy shortages.
8. Additional or extended services during construction made necessary by (1) work damaged by fire or other causes during construction; (2) prolongation of time of Contract on any prime Contract by more than sixty (60) days; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) default by any CONTRACTOR. The CITY will be reimbursed by the CONTRACTOR for these additional services, and the ENGINEER shall prepare the Contract Documents in such a way as to provide for reimbursement by the Contractor to the CITY for the required additional services, including CITY's costs.
9. (1) Preparation of systems operating and maintenance manuals; (2) extensive assistance in the utilization of any equipment or system (except for initial start-up, testing, adjusting and balancing to demonstrate an operating facility as necessary to obtain the initial operating permit but in no case shall exceed two weeks); and (3) training personnel for operation and maintenance.
10. Preparing to serve or serving as a witness for CITY in any litigation, public hearing or other legal or administrative proceeding involving a Project.
11. Additional services in connection with a Project, including services normally furnished by CITY and services not otherwise provided for in this Contract.
12. Services to make measured drawings of or to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by CITY.
13. Preparing documents for alternative bids requested by CITY for work which is not executed or for out-of-sequence work.
14. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any Contract for the Project (except for the 60 day inspection).
15. Preparation of community planning, updating of CITY's maps, review of reports, drawings and plans of the type customarily required by the CITY incident to its normal functions. Consult with and advise CITY in regard to Federal and State requirements.
16. Services in connection with laboratory or field investigations.
17. Inspect and review necessary test borings or other subsurface explorations not covered under professional services during construction. The cost of borings or other subsurface explorations will be paid by the CITY.

18. Provide any services required in connection with re-advertisements for construction bids.

ARTICLE 3 - CITY RESPONSIBILITIES

CITY SHALL:

- A. Provide complete and detailed information as to its requirements for a Project.
- B. Assist ENGINEER by placing at the company's disposal all available information pertinent to a project including previous reports and any other data relative to design and construction of a Project.
- C. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, geophysical logs, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; photogrammetric surveys, property, boundary, easement, right-of-way, and property descriptions; zoning and deed restrictions; and other special data or consultations not covered in Article 2-A; all of which ENGINEER may rely upon in performing his services.
- D. Make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other engineers as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- F. Pay all costs incidental to obtaining bids or proposals from Contractors. This includes advertising and mailing, but does not include reimbursement for ENGINEER's time to discuss the Contract Documents with bidders or equipment suppliers.
- G. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for a Project, and such auditing service as CITY may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction Contract.
- H. The City Manager or designee shall act as CITY's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- I. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in a Project.
- J. Furnish, as required, support and fees necessary during the various permit application processes required from all governmental authorities having jurisdiction over the approval, construction and operation of a Project.
- K. Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Contract or other services as required.
- L. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 4 - PERIOD OF SERVICE

It is mutually agreed by CITY and ENGINEER that this Contract is of a continuing nature, subject to termination by either party as hereinafter provided. The period of service shall commence upon execution of this Contract and continue for a period of three (3) years unless otherwise terminated as provided herein or until completion of all outstanding Service authorizations issued within the period of the Contract, unless terminated as otherwise provided herein. At the option of the CITY, the Contract may be renewed for up to two (2) additional twelve (12) month periods. In that event, the Contract will terminate at the end of the renewal period or upon completion of all outstanding service authorizations issued during the Contract.

ARTICLE 5 - PAYMENTS TO ENGINEER

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

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

Upon mutual agreement of the scope of services, ENGINEER shall develop an estimate of cost based upon per hour, per assigned employee fee with a "not to exceed" maximum price as provided for herein in accordance with rates set forth in Exhibit "1".

1. The "Per Hour, Per Assigned Employee" fee, shall include all allowable and allocable costs that are incurred in the performance of the work, up to, but not exceeding a predetermined maximum price. Allowable and allocable cost shall include direct labor plus fringe benefits, overhead fee, and direct non-salary expenses. Pending establishment of final approved overhead rates for any period, the ENGINEER shall be reimbursed at provisional overhead rates subject to appropriate adjustment when the final overhead rates for the fiscal period are established. The overhead rates shall not change the predetermined cost ceiling.
2. For a project that utilizes the "Per Hour, Per Assigned Employee" method of compensation, it is anticipated that the total cost to the CITY for the performance of the services will not exceed the estimated cost and that the ENGINEER agrees to use his good faith effort to perform his services within such estimated cost. If at any time, as the actual work progresses, the ENGINEER has reason to believe that the cost for the work will be greater than the estimated cost, the ENGINEER shall notify the CITY in writing to that effect, giving the revised estimate of such cost for said work or a suggested revised scope of work which will remain within the original estimate of cost.
3. The CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost set forth above, and the ENGINEER shall not be obligated to continue performance of said work or otherwise to incur cost in excess of the estimated cost set forth above, unless and until the CITY shall have notified the ENGINEER in writing that such estimated cost has been increased or that a modification of scope of work is acceptable and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost has been increased, any costs incurred by the ENGINEER in excess of the

estimated cost prior to such increases shall be allowable to the same extent as if such cost had been incurred after the increase.

4. Except as otherwise provided, if the ENGINEER stops performance before completion of the work hereunder because it has incurred costs in the amount of or in excess of the estimated cost set, and the CITY elects not to increase such estimated cost, then the CITY shall pay to the ENGINEER the balance due on its cost and fee for said work. Both parties shall execute full and binding releases of the party from any and all obligations with regard to the work and the ENGINEER shall deliver to the CITY copies of the ENGINEER's work product subject to receipt of payment due.
5. The ENGINEER may elect to waive notifying the CITY and agencies participating in the cost of the Project and is expected to do so whenever the work is close to completion and it is estimated that the cost increase will be small. In such event, if the cost subsequently exceeds that originally estimated by the ENGINEER, the ENGINEER may exercise his above obligation to notify the CITY of the cost increase then estimated, but the CITY shall not be obligated to pay for any overrun.
6. The term "Per Diem" shall mean a fixed hourly rate, which includes direct and indirect labor, overhead, fringe benefits and profit, for each category of personnel employed on the project, plus reimbursement for direct non-salary expenses.
7. In addition to the above methods, any other mutually agreed upon method of payment may be used.

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

1. General - For Additional Services rendered under Article 2, Section (A) paragraphs 1 through 17, on the basis of any method in Article 5(A).
2. Day-to-Day Consulting Services - For day-to-day Consulting Services not considered as being covered under Article 1, Basic Services of ENGINEER, shall be on the basis of the Professional Services Rate Schedules (Exhibit "1") for services rendered by principals and employees assigned to the Project.
3. Special Engineers - For services and reimbursable expenses of special engineers or surveyors (when included in special task authorization) employed by ENGINEER, the amount billed to ENGINEER therefore times a factor of 1.10.
4. Serving as a Witness - For the services for the principals and employees as engineers or witnesses in any litigation, hearing or proceeding, on the basis of the Professional Services Rate Schedules (Exhibit "1").
5. Project Representative(s) Services - For Resident Project Representative(s) Services during construction, on any mutually agreed basis.
6. Reimbursable Expenses - In addition to payments provided for in Article 5 (A) and (B), CITY shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

C. Time of Payment

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

D. Payroll Cost

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

E. Reimbursable Expenses

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

F. Provision for Prompt Payment

1. If CITY fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of a non-contested ENGINEER's bill, the amounts due ENGINEER shall include a charge at the rate of 1% per month for any time in excess of thirty (30) days from the date of invoice and in addition ENGINEER may, after giving thirty (30) days written notice to CITY, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.
2. If this Contract is terminated by CITY during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.4 for services rendered during that phase to date of termination of principals and employees assigned to Project, or the allocated percentage for that phase, whichever is less. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services as provided in this paragraph.

ARTICLE 6 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the ENGINEER's most favored customer for the same or substantially similar service.

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

ARTICLE 7 – TERMINATION

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the ENGINEER; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the ENGINEER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY in the format acceptable to CITY.
- D. Continue and complete all parts of the work that have not been terminated.

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

ARTICLE 8 – PERSONNEL

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

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

Any changes or substitutions in the ENGINEER's key personnel, must be known to the CITY's representative and written approval, at CITY's sole discretion, must be granted by the CITY's representative before said change or substitution can become effective.

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

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

ARTICLE 9 – SUBCONTRACTING

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-

consultant to perform properly under this Contract. The ENGINEER is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

Once a sub-consultant is listed in an ENGINEER's response to an RFP or a bid and the ENGINEER wishes to change a sub-consultant, if the response or bid has been accepted by the CITY, then specific approval from CITY staff must be given prior to any change in sub-consultants. The CITY shall not unreasonably deny the request. However, the ENGINEER must demonstrate that the sub-consultant being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the Contract with the CITY. The CITY will not address issues related to the ENGINEER's specific agreement with the sub-consultant including issues of pricing.

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

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

ARTICLE 10 – M/WBE PARTICIPATION

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

In keeping with the CITY'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, 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 the CITY's M/WBE Ordinance and will allow the CITY to inspect such records.

ARTICLE 11- FEDERAL AND STATE TAX

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

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

ARTICLE 12 - AVAILABILITY OF FUNDS

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

ARTICLE 13 – INSURANCE

- A. Prior to execution of this Contract by the CITY, the ENGINEER shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the ENGINEER of its liability and obligations under this Contract.
- B. The ENGINEER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The ENGINEER shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the ENGINEER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by or Contracting with the ENGINEER.
- D. The ENGINEER shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the ENGINEER from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the ENGINEER shall specifically include the CITY as an "Additional Insured".

ARTICLE 14 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the ENGINEER shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the ENGINEER, its agents, servants, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by City.

The ENGINEER further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the ENGINEER not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

ENGINEER shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees,

reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

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

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

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the ENGINEER.

ARTICLE 16 - DISPUTE RESOLUTION, VENUE, AND REMEDIES

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 shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida.

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

ARTICLE 17 - CONFLICT OF INTEREST

The ENGINEER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The ENGINEER further represents that no person having any such conflicting interest shall be employed for said performance.

The ENGINEER shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ENGINEER's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENGINEER may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the ENGINEER. The CITY agrees to notify the ENGINEER of its opinion by certified mail within thirty (30) days of receipt of notification by the ENGINEER. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the CITY shall so state in the notification and the ENGINEER shall, at its option, enter into

said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the ENGINEER under the terms of this Contract.

ARTICLE 18 - DELAYS AND EXTENSION OF TIME

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

Upon the ENGINEER's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the ENGINEER's failure to perform was without its or its sub-engineers fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the ENGINEER is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other ENGINEER employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the ENGINEER's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The ENGINEER's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and ENGINEER specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by ENGINEER due to a delay in completion of the work.

ARTICLE 19 - INDEBTEDNESS

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

ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

The CITY and the ENGINEER shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the ENGINEER upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 - CONTINGENT FEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

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

ARTICLE 24 – NONDISCRIMINATION

The ENGINEER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, ENGINEER shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 25 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 26 – LICENSES, APPROVALS, AND PERMITS

The ENGINEER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

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

ARTICLE 27 – SEVERABILITY

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

ARTICLE 28 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 29 - MODIFICATIONS OF WORK

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

If the CITY so instructs in writing, the ENGINEER shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY's decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the CITY's designated representative and approved by the BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL CITY or its designated representative.

ARTICLE 30 – NOTICE

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

CITY OF RIVIERA BEACH
c/o DANNY JONES, DEPUTY CITY MANAGER
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

and if sent to the ENGINEER shall be mailed to:

WILLIAM T. SADLER JR. P.E., P.S.M.
SEA DIVERSIFIED
21 NW 2nd STREET
DELRAY BEACH, FLORIDA 33444

ARTICLE 31- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29- Modifications of Work.

ARTICLE 32 -TIME

The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

CITY and ENGINEER acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and ENGINEER agree that this Contract is the product and result of a joint effort.

ARTICLE 36 – MATERIALITY

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

ARTICLE 37 - 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, William T. Sadler Jr., President, hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 – EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "1", the rate schedule, and Exhibit "2", RFQ No. 550-15, and ENGINEER's response to the RFQ. The ENGINEER agrees to be bound by all the terms and conditions set forth in this Contract and RFQ NO. 550-15. To the extent there exists a conflict between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

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

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 - SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER;
- B. The filing of any judgment lien against the assets of the ENGINEER related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER; or
- C. The filing of a petition by or against the ENGINEER for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the ENGINEER or the ENGINEER's property; or an assignment by the ENGINEER for the benefit of creditors; or the taking possession of the property of the ENGINEER by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the ENGINEER; or if a temporary or permanent receiver or trustee shall be appointed for the ENGINEER or for the ENGINEER's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 44 - WAIVER OF SUBROGATION

The ENGINEER hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss CONTRACT to waive subrogation without an endorsement, then the ENGINEER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the ENGINEER enter into such a CONTRACT on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

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

ARTICLE 46 – SUBRECIPIENT REQUIREMENTS

ENGINEER agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent upon, among other items, ENGINEER's compliance with the terms and conditions of this Contract and the furnishing of Sub-recipient Requirement information by ENGINEER to CITY. ENGINEER agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Sub-recipient Requirements and to otherwise obtain the sought after reimbursement. ENGINEER agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Sub-recipient Requirement information to CITY by ENGINEER may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the ENGINEER shall constitute a material default under this Contract.

ARTICLE 47 -REUSE OF DOCUMENTS

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

ARTICLE 48 - OPINION OF PROBABLE PROJECT COST

Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase, CITY wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator.

ARTICLE 49 – WAIVER OF TRIAL BY JURY

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

ARTICLE 50 – INSPECTOR GENERAL AND ETHICS

In accordance with Palm Beach County ordinance number 2011-009, the ENGINEER understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The ENGINEER has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The ENGINEER further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector general when requested may be deemed by the CITY to be a material breach of this Contract justifying its termination.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The ENGINEER's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

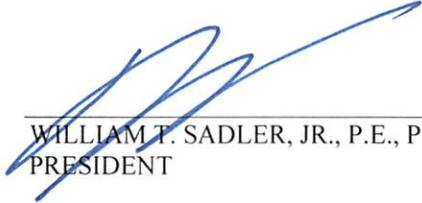
IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

CORPORATE SEAL

SEA DIVERSIFIED

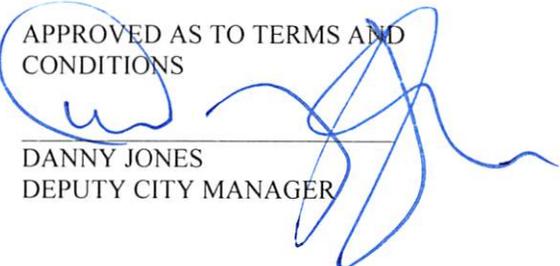
BY: 
THOMAS A. MASTERS
MAYOR

BY: 
WILLIAM T. SADLER, JR., P.E., P.S.M.
PRESIDENT

ATTEST:

BY: 
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
DANNY JONES
DEPUTY CITY MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 2/2/16

Purchasing initials 

Exhibit “1”

Professional Services Rate Schedule

**2015 - 2019 Professional Services Rate Schedule Prime
 Consultant – Sea Diversified, Inc.
 City of Riviera Beach – Professional Marine / Coastal Engineering Consulting Services**

Crew / Personnel Rates

2-Person Topographic Survey Crew	\$ 115.00	CH
3-Person Topographic Survey Crew	\$ 150.00	CH
2-Person Hydrographic Survey Crew	\$ 205.00	CH
3-Person Hydrographic Survey Crew	\$ 250.00	CH
3-Person Hydro / Dive Crew	\$ 310.00	CH
2-Person GPS Survey Crew	\$ 160.00	CH
3-Person GPS Survey Crew	\$ 215.00	CH
4-Person GPS Survey Crew	\$ 270.00	CH
Computer / CADD Operator	\$ 90.00	PH
Engineering Technician	\$ 100.00	PH
Professional Engineer	\$ 130.00	PH
Professional Surveyor and Mapper	\$ 125.00	PH
Project Manager	\$ 150.00	PH
Principal	\$ 165.00	PH
Administrative Assistant	\$ 60.00	PH

Legend:

CH = Crew Hour
 PH = Person Hour
 PD = Per Day
 PP/PD = Per Person Per Day

Equipment (Additional)

Survey Launch I	\$ 300.00	PD
Survey Launch II	\$ 450.00	PD
Survey Truck	\$ 75.00	PD
Side Scan Sonar System	\$ 750.00	PD
Multi-Beam Hydrographic System	\$ 950.00	PD
Magnetometer System	\$ 350.00	PD

Expenses

Per Diem (Field Crew)	\$ 100.00	PP/PD
Per Diem (Project Manager)	\$ 150.00	PD

Notes:

1. Topographic crew rates include (1) party chief, (1) instrument person, survey helper(s), conventional survey equipment and vehicle.
2. Hydrographic crew rates include (1) party chief, (1) instrument person / vessel operator, survey helper(s), 23' survey launch w/ fuel, automated hydrographic data acquisition system and vehicle.
3. Dive crew rate includes (1) dive supervisor, (2) divers, 23' launch w/ fuel, scuba equipment and vehicle. Dive crew rate applies to shallow water dive operations (maximum 60' water depth) for general underwater groundtruthing, bottom studies or inspection / observations. Heavy commercial dive operations are not applicable.
4. GPS crew rates include (1) party chief, (1) instrument person, survey helper(s), high order GPS equipment (Trimble or equivalent) and vehicle.
5. Side Scan Sonar, Multi-beam Hydrographic and Magnetometer System rates are without operator and are based on shallow water operations (water depths less than 100 feet).
6. All labor rates include labor multiplier (overhead and fringe) and operating margin.
7. Overtime (over 40 hours per week) shall be 1.5 times regular hourly rate.
8. Rates shall remain firm for the duration of the initial 3 year term. Requests for increases must be submitted to in writing with sufficient data to support the request. City will evaluate requests for rate adjustments and if acceptable the revised rates will be made effective on the date of receipt or the effective date of the increase, whichever is later.

Exhibit "2"

RFQ NO. 550-15

NOTICE

ADDENDUM NO. ONE (1)

OCTOBER 09, 2014

REQUEST FOR QUALIFICATIONS NO. 550-15

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

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

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

GENERAL CONDITIONS:

1-2 PROPOSAL SUBMISSION AND OPENING Does Read:

Interested engineering firms must submit their proposal to this Request for Statements of Qualifications ("RFQ") to the City of Riviera Beach no later than **3:30 pm, Tuesday, October 13, 2015** in order to be considered for award. The submitted proposal must include one (1) original hard copy of the proposal; two (2) bound hard copies of the proposal; and, seven (7) copies of the proposal on separate CDs to. The proposal must be submitted in sealed packaging with all external packaging clearly identified with the following:

"RFQ #550-15 PROFESSIONAL MARINE/COASTAL ENGINEERING SERVICES to be opened Tuesday, August 18, 2015 at 3:30 pm"

1-2 PROPOSAL SUBMISSION AND OPENING Should Read:

Interested engineering firms must submit their proposal to this Request for Statements of Qualifications ("RFQ") to the City of Riviera Beach no later than **3:30 pm, Tuesday, October 13, 2015** in order to be considered for award. The submitted proposal must include one (1) original hard copy of the proposal; two (2) bound hard copies of the proposal; and, seven (7) copies of the proposal on separate CDs to. The proposal must be submitted in sealed packaging with all external packaging clearly identified with the following:

"RFQ #550-15 PROFESSIONAL MARINE/COASTAL ENGINEERING SERVICES to be opened Tuesday, October 13, 2015 at 3:30 pm"

THE FOLLOWING RESPONSES ARE PROVIDED TO QUESTIONS RECEIVED:

- Question: Is the Truth in Negotiations form mandatory?
 - Answer: Yes.
- Question: Do we have to submit fees for this RFQ?
 - Answer: No.
- Question: For the Financial Capacity section, are both bank and trade references and audited financial statements required?

➤ Answer: No.

• Question: What do we list as the RFQ price?

➤ Answer: This is a REQUEST FOR QUALIFICATIONS and not a REQUEST FOR PROPOSALS.

• Question: if you have proposed budget for this contract. I would appreciate it if you could send me this information also, if you have one.

➤ Answer: No.

• Question: The RFQ states to provide contact information for at least five agencies/companies and relevant projects within the past 5 years. However, the reference form provided only requests four references for projects completed within the past 7 years. Which is the correct request? If the former, is it possible to receive another reference form with 5 available information spaces instead of 4?

➤ Answer: Remove **the existing REFERENCES form** and replace with **the attached REFERENCES form, which provides for sufficient available information spaces for the 5 references requested.**

SPECIFICATION:

PLANSHEETS:

NOTICE:

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the RFQ when same is submitted at 3:30 p.m., Tuesday, October 13, 2015 at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this RFP, please contact:

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

NAME OF COMPANY

BIDDER'S SIGNATURE

DATE: _____

REFERENCES
RFQ NO. 550-15

Proposer shall submit as a part of the proposal package five (5) business references with the name of the business, address, contact person, and telephone number for similar work performed for other clients within the past Five (5) years.

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Fax No: _____

Fax No.: _____

Email: _____

Email: _____

Contact: _____

Contact: _____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Fax No _____

Fax No.: _____

Email: _____

Email: _____

Contact: _____

Contact: _____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Fax No _____

Fax No.: _____

Email: _____

Email: _____

Contact: _____

Contact: _____

REQUEST FOR QUALIFICATIONS NO. 550-15

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



**CITY OF RIVIERA BEACH
600 WEST BLUE HERON BOULEVARD, SUITE 140
RIVIERA BEACH, FL 33404**

Randy Wood, Contract Administrator

Phone (561)

845-4180; Fax (561) 842 5105; Email: rwood@rivierabch.com

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

This solicitation provides guidelines for submission and outlines the essential services desired by the City. Responses will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until **3:30 pm (EST) Tuesday, October 13, 2015**.

Late submittals will not be accepted or considered.

This solicitation, including a scope of services, will be made available on Monday, September 21, 2015, and may be obtained by visiting the CITY's web-site at www.rivierabch.com, or may be obtained at the City of Riviera Beach, Purchasing Department, 2391 Avenue "L", Riviera Beach, FL 33404.

Responses shall be prepared, addressed and submitted in compliance with this solicitation. The CITY reserves the right to reject any or all proposals and to waive technicalities, if such measures are deemed appropriate and in the best interest of the CITY.

PUBLISH: Palm Beach Post – September 21, 2015
www.rivierabch.com – September 21, 2015

TABLE OF CONTENTS

General Term & Conditions:

Part 1

1-1	Purpose
1-2	Proposal Submission and Opening
1-3	Inquiries
1-4	RFQ Schedule
1-5	Proposal Disclosure
1-6	Acceptance or Rejection of Proposals
1-7	Disqualifications
1-8	Public Entity Crime
1-9	Code of Ethics
1-10	Equal Opportunity Requirements
1-11	Contractual Agreement
1-12	Indemnification
1-13	Cone of Silence
1-14	Non- Collusion Statement
1-15	Lobbying
1-16	Gratuity Prohibition
1-17	Discrepancies and Addenda
1-18	Request for Additional Information
1-19	Right of Withdrawal
1-20	Exceptions to the RFQ
1-21	Denial of Reimbursement
1-22	Truth in Negotiation Certificate
1-23	Non-Appropriation of Funds
1-24	Sub-Contractor(s)
1-25	Local Vendor Preference
1-26	Minority/Women Business Enterprise Participation
1-27	Bid Protest Cost and Filing Fees
1-28	Rights to Investigate and Audit: Office of the Inspector General
1-29	Other Acknowledgements
1-30	City Of Riviera Beach Reservation
1-31	Bid Protest Costs and Filing Fees
1-32	City of Riviera Beach Contract
	Proposal Requirements
	Minimum Qualifications of Proposers Development Costs Governmental Entities Purchase Agreement Addenda to RFQ Right of Negotiation Small Business Enterprise (SBE) Local Business Enterprise (LBE)

Scope of Work:

Part 2

2-1	Introduction/Background
2-2	Scope of Service

2-3 Proposal Requirements

Qualifications of Consultants Part 3

TABLE OF CONTENTS

Minority Participation Goal Part 4

City of Riviera Beach Minority Business Enterprise (MBE) Program Awareness,
Compliance & Action Plan

Insurance Requirements Part 5

Evaluation Process Part 6

6-1 General Overview
6-2 Evaluation Criteria

Appendix:

Sec. 16.5-312. - MBE participation for public solicitations other than bids.

Required Forms:

1. DRUG FREE WORKPLACE
2. NOTIFICATION PUBLIC ENTITY CRIMES LAW
3. CERTIFICATE OF TRUTH IN NEGOTIATIONS
4. SCHEDULE 1 – PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS
5. SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR
6. REFERENCES

GENERAL INFORMATION

PART 1

1-1 PURPOSE

The City of Riviera Beach invites qualified firms to submit Statements of Qualification and Experience for professional services pursuant to section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The City of Riviera Beach is seeking to engage the professional services of a firm that is deemed to be most qualified to provide Marine/Coastal Engineering Services as more fully described in Part II herein.

1-2 PROPOSAL SUBMISSION AND OPENING

Interested engineering firms must submit their proposal to this Request for Statements of Qualifications ("RFQ") to the City of Riviera Beach no later than **3:30 pm, Tuesday, October 13, 2015** in order to be considered for award. The submitted proposal must include one (1) original hard copy of the proposal; two (2) bound hard copies of the proposal; and, seven (7) copies of the proposal on separate CDs to. The proposal must be submitted in sealed packaging with all external packaging clearly identified with the following:

"RFQ #550-15 PROFESSIONAL MARINE/COASTAL ENGINEERING SERVICES to be opened Tuesday, August 18, 2015 at 3:30 pm"

The proposal should include the items listed in Section 2-3 of this RFQ and each category should be tabbed separately but numbered sequentially.

The completed proposal must be mailed or hand-delivered to the following address:

**City of Riviera Beach
Office of the City Clerk
600 West Blue Heron Boulevard, Suite 140
Riviera Beach, FL 33404**

The CITY will not accept or consider proposals submitted via facsimile transmission or email.

Proposals received after the deadline set forth above will not be considered. All CITY issued addenda and completed certification forms must be included with the proposal. It is the responsibility of each responding firm to inquire about addenda.

All responding firms must be a qualified engineering firm or individual licensed by the State of Florida to provide professional consulting engineering services. This proposal summary has been prepared in order to facilitate the CITY's review of the proposals.

1-3 INQUIRIES

For additional information, the CITY encourages qualified firms to contact Randy Wood, Interim Purchasing Manager, at (561) 845-4180 or via email rwood@rivierabch.com Monday through Friday between 8:00 a.m. to 5:00 p.m.

Fax No: (561) 842-5105

Mail Address:

**2391 Avenue "L"
Riviera Beach, FL 33404
Attention: Purchasing Director
Re: RFQ No 550-15**

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

1-4 RFQ SCHEDULE

The CITY will use the following time lines which in the award of this solicitation. The City reserves the right to change and or delay scheduled dates.

<u>Event</u>	<u>Date</u>
RFQ Available	September 21, 2015
Last Day to submit Questions (4:00 pm EST)	October 06, 2015
Proposals Due (3:30 p.m. EST)	October 13, 2015
Evaluation Committee Meeting	TBD, 2015

1-5 PROPOSAL DISCLOSURE

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Each firm submitting a proposal must invoke in writing the exemptions to disclosure (provided by law) in the response to this RFQ 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. Failure to do so will result in the entire proposal being open to public inspection.

1-6 ACCEPTANCE OR REJECTION OF PROPOSALS

The CITY reserves the right to reject any and all proposals when (1) such rejection is in the best interest of the CITY; or, (2) if the proposal 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 RFQ 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 RFQ.

1-7 DISQUALIFICATIONS

The City reserves the right to disqualify proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the submitting firm. It also reserves the right to waive any immaterial defect or informality in any proposal; to reject any or all proposals in whole or in part, or to reissue this RFQ.

Any responses submitted by a firm or individual who is in arrears (money owed) to the City or where the City has an open claim against the firm or individual for monies owed the City at the time of submission, will be rejected as non-responsive and shall not be considered for award.

1-8 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 Proposer, supplier, sub proposer, 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.

1-9 CODE OF ETHICS

If any firm violates or is a party to a violation of the code of ethics of the State of Florida and/or Palm Beach County with respect to this RFQ, such firm may be disqualified from performing the services for which the proposal is submitted and may be further disqualified from bidding on any future contract with the CITY.

1-10 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.

1-11 CONTRACTUAL AGREEMENT

The CITY anticipates, but does not guarantee, that it will enter a CITY standard Professional Services Agreement with the selected firm(s) to perform the services on a continuing basis. The term of the Professional Services Agreement may be for a period of three (3) years with two (2) one year options to renew, at the sole discretion of the City, unless another term is in the best interest of the City. The CITY reserves the right to award a Professional Services Agreement with no term but with the right of either party to terminate the Agreement with written notice. The Agreement for

Professional Services shall prevail as the basis for contractual obligations between the selected firm(s) and the CITY for any terms and conditions not specifically stated in this RFQ.

Any and all legal action necessary to enforce the resulting Agreement will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any specialized contractual provisions required by the responding firms must be enclosed in their proposal at the time of submittal.

1-12 INDEMNIFICATION

The selected firm(s) shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the selected firm(s) or individual(s) and other persons employed or utilized by them in the performance of the resulting Agreement.

1-13 CONE OF SILENCE

No firm submitting a proposal to this RFQ shall through their principal, attorneys, or agents or other third parties acting on their behalf, contact the CITY's City Council or CITY Staff for the purposes of discussing any aspect of this RFQ for any possible decision on the RFQ. **Any action in violation of this provision shall be cause for disqualification of violating firm.**

1-14 NON-COLLUSION STATEMENT

By signing this offer, the proposer certifies that this offer is made independently and free from collusion. Proposer shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this proposer.

Failure of a proposer to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

1-15 LOBBYING

Contact with the any CITY employee, appointed official or elected official other than the individual identified above for inquiries regarding this RFQ, shall be grounds for elimination from the selection process. This restriction includes lobbying any CITY employee, appointed official or elected official.

Lobbying consists of introduction, communication, discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for this RFQ. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Respondent from further CITY consideration for this project. Lobbying does not

include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the CITY during any duly noticed public meeting.

By submitting a proposal, qualifications or other response for this RFQ, the responding firm certifies that it and all of its affiliates and agents have not lobbied or attempted to lobby CITY employees, appointed officials or elected officials as defined herein.

1-16 GRATUITY PROHIBITION

Responding firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY for the purpose of influencing the decision-making process for this RFQ.

1-17 DISCREPANCIES AND ADDENDA

Any discrepancies, errors or ambiguities in the RFQ or addenda (if any) must be reported in writing to the CITY's Purchasing Department (Randy Wood) prior to the RFQ submission deadline. Should it be necessary, the CITY will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. The CITY reserves the right to amend this RFQ at any time. Only written addenda will be binding. No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the CITY. No employee of the CITY OF RIVIERA BEACH is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that obtained in this written RFQ document.

1-18 REQUESTS FOR ADDITIONAL INFORMATION

Prior to the final selection, the responding firms may be required to submit additional information which the CITY may deem necessary to further evaluate the qualifications.

1-19 RIGHT OF WITHDRAWAL

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

1-20 EXCEPTIONS TO THE RFQ

It is anticipated that responding firms may find instances where they may take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY, and a description of the advantage to be gained or disadvantages to be incurred by the CITY as a result of these exceptions.

1-21 DENIAL OF REIMBURSEMENT

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a proposal to this RFQ including, without limitation, costs; attorney's fees; travel and/or per diem.

1-22 TRUTH IN NEGOTIATION CERTIFICATE

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the firm receiving the award shall execute a truth-in-negotiation certificates stating wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of

contracting. The contract price shall be adjusted to exclude any significant sums where the CITY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Contract adjustments shall be made within one year following the end of contract.

1-23 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for services to be provided under this RFQ, then the CITY, shall have the unqualified right to terminate the work order(s) or agreement upon written notice to the selected firm(s), without any penalty or expenses to the CITY. No guarantee, warranty or representation is made under this RFQ that any particular work or any project(s) will be assigned to any selected firms.

1-24 SUB-CONTRACTOR(S)

A sub-contractor is an individual or firm utilized by the selected firm(s) to assist in the performance of services required under this RFQ. A sub-contractor shall be paid by the selected firm(s) and not paid directly by the CITY. Proposals submitted in response to this RFQ shall clearly reflect the major sub-contractor(s) to be utilized in the performance of the required services and include all requested information on said sub-contractor(s). The CITY retains the right to accept or reject any sub-contractor proposed prior to agreement execution. Any and all liabilities regarding the use of a sub-contractor shall be borne solely by the selected firm(s) (s) and insurance for each sub-contractor must be maintained in good standing and approved by the CITY throughout the duration of the resulting Agreement. Neither the selected firm(s) nor any of its sub-contractors are considered to be employees or agents of the CITY.

1-25 LOCAL VENDOR PREFERENCE

Under the City's Procurement Code, the CITY has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a responding firm which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. Each responding firm shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the CITY to pay more than \$25,000.00 above the amount proposed by the non-local vendor which would have been recommended for award if the local vendor preference had not been applied.

1-26 MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

All responding firms have an ability to increase their opportunity to be awarded a CITY contract/project by maximizing their use of qualified MBEs in accordance with the CITY's MBE Program. The CITY shall have the right to consider price, quality, past performance including meeting qualified MBE commitments, time required for performance and qualifications of the responding firms in making awards.

The responding firms shall seek to maximize their use of qualified MBEs and shall complete the Tabulation of Subcontractors and Material Suppliers form (See Schedule One and Two) that is provided by the CITY with this RFQ. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that will be completed by qualified minority businesses. The total qualified minority business participation shall be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points in non-cumulative and is the percentage of points to be awarded to a proposer based on the total qualified business participation.

All proposed qualified business shall provide a letter of participation on its own letterhead and signed by the chief operating office stating the actual dollar amount or percentage of work to be completed by its own forces.

1-27 BID PROTEST COST AND FILING FEES

The City's Procurement Code addresses the process and procedure for solicitation protests. Time is of the essence with all protests and a protest must be timely submitted to the City or it will be waived. The following amounts must be submitted with the protest:

- A. Written Protest. The written protest submitted to the Purchasing Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2% of the value of the proposal, whichever is greater up to a maximum of \$2,500.
- B. Appeal to the City Manager. The written appeal to the City Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
- C. Appeal to the City Council. The written request for an appeal to the City Council must be accompanied by a filing fee in the form of a money order or cashier's check in the amount equal to \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.

Refund of Filing Fees. All costs resulting from a protest shall be borne by the protestor. If a protest is upheld by either the Purchasing Manager or CITY Manager, as applicable, the filing fee shall be refunded to the protestor less costs incurred by the CITY. If the protest is denied the filing fee shall be forfeited to the CITY in lieu of payment of costs incurred by the CITY.

1-28 RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. All responding firms understand and agree that in addition to all other remedies and consequences provided by law, any failure of it, its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of any contract entered into between the parties as justification for

termination.

1-29 OTHER ACKNOWLEDGEMENTS

By submitting a proposal to this RFQ, the responding firms acknowledge and confirm that they have not been placed on the convicted vendors list as described in section 287.133(2) (a), Florida Statutes.

1-30 CITY OF RIVIERA BEACH RESERVATIONS

The CITY reserves the right to reject any or all proposals or to accept any proposals which is in its best interest. The CITY also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The CITY reserves the right, before awarding any contract, to require a firm to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance with other governmental agencies. Responding firms are advised that requests for additional information or site visitation are not to be construed as an indication of the CITY's intent to award.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

If a satisfactory contract cannot be negotiated with the selected firm(s), negotiations simultaneously will then be started with the first alternate vendor.

The successful responding firm(s) shall become an integral part of the contract, but may be modified by the provisions of the contract.

The CITY reserves the right to cancel the contract, or portions thereof, without penalty at any time.

SCOPE OF SERVICES PART 2

2-1 INTRODUCTION

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

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

The City operates as a Council-Manager form of government and provides the following services: public safety, road and street facilities, community development, recreation and parks, library,

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

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

2-2 SCOPE OF SERVICES

The services sought under this RFQ will be awarded via a continuing services contract, as provided for in Section 287.055, Florida Statutes. The specific services sought are:

Marine/Coastal Engineering Services:

Provide general consultation, field and underwater engineering and marine inspections and surveys, coastal construction supervision, feasibility analysis (economic and engineering) general reevaluation reports, coastal construction design and permitting services, numerical modeling of nearshore wave, bathymetry, shoreline and profile changes, and other general **Marine/Coastal Engineering Services** not limited to the services listed above. The CITY's selection of one or more responding firm(s) should not be interpreted as an exclusive contractual obligation on the part of the CITY to have the selected firm(s) perform all or any of the services sought under this RFQ. The CITY reserves the right to assign any of these services to other consultants or the CITY's own personnel, when in the City's sole judgment, it deems it appropriate. Any department within the City of Riviera Beach may avail themselves of these services.

2-3 PROPOSAL REQUIREMENTS

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

Each proposal shall be organized in the following order:

A. Title Page

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

B. Table of Contents

Include a table of contents.

C. Letter of Transmittal

A statement of understanding of the services requested and a commitment to perform these services shall be made. The letter should include the name of the contact representative and the name of the project manager, if different from the contact representative and address the following: Summarize why the firm believes itself most qualified and a best fit for scope of work identified; Include a statement that to the best of the responding firm's knowledge, all information contained in the RFQ submittal is complete and accurate;

1. Include a statement granting the CITY and its representatives authorization to contact any previous client of responding firm for purposes of ascertaining an independent evaluation of the firm's performance; and
2. At least one copy of the transmittal letter must have an original signature of an officer of the principal firm.

D. Profile of the Firm/Individual

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

Information should include:

- a. The Firm's areas of technical specialization**
- b. Firm history**
- c. Honors and awards**
- d. Location of home office and branch offices**
- e. Name of the principal officers of the Firm**

2. **Utilize an organizational chart and provide a matrix style schedule (presented in columns and rows)** to identify and summarize the key members of the Firm (principal, management, supervisory and engagement staff, including engagement partners, managers, other supervisors and specialists) that will be assigned to the provide the services and describe their area(s) of expertise and what role each will perform. Include their availability for the services and indicate the percentage (%) of time each is anticipated to dedicate to City work assignments.

3. Indicate the education, years of professional experience and whether each person is licensed to practice in their proposed capacity in the State of Florida. Provide information on the specific government experience of each person, including specific engagements, professional awards and membership in professional organizations relevant to the performance of this project.

4. Describe your local office's experience providing the specific scope of services identified in this RFQ. Also, identify any experience with assignments similar in complexity to the scopes of work identified in this RFQ.

5. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by the State regulatory bodies or professional organizations.

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

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

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

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

The matrix should summarize the following information:

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

F. Essential Information

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

1. Methods and approach to quality control and the fast-tracking of assigned tasks.
2. Prior experience with public-sector clients and processes/methods for successful execution of similar assignments
3. Professional qualifications of individuals assigned to the project
4. Documented effort to achieve the City's 15% Minority Participation goal

5. History schedule of effective budget management for assignments of similar scope and complexity
6. Use of processes that creatively engage stakeholders in all stages of the assignment

G. Availability of Firm

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

H. Financial Capacity

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

I. Additional Data

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

J. References

Provide contact information for at least five agencies/companies

QUALIFICATIONS OF CONSULTANTS

PART 3

3-1 MINIMUM REQUIREMENTS

Proposals will only be considered from firms that normally engaged in providing the types of services specified herein. The CITY reserves the right to inspect the consultant's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine contractor's ability to perform. The Purchasing Manager reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

No proposal will be accepted from, nor will any contract be awarded to any person who has an outstanding debt to the City, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City.

The firms and their sub-consultant team will have demonstrated the required experience and credentials as professional engineering consultants in accordance with the following:

- A. The firm must be actively performing similar services for at least five (5) years prior to

the date of issue of this RFQ. Verification shall be through the Florida Department of State Registration (Please include a copy of your 2015 Florida Department of State Division of Corporations Registration).

B. The firm must be able to document a minimum of five (5) projects similar in scope and complexity as that identified in the RFQ requirements.

MINORITY PARTICIPATION GOAL PART 4

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

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

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

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

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

Authority for the MBE participation goal is found in City of Riviera Beach Procurement Code, Ordinance 4010, Sec. 10-302 and details about the goal is available upon request.

A complete response on the following attachment must address the following components of the firm, its organization’s commitment/action plan:

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

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

Palm Beach County

Office of Small Business Assistance

50 S. Military Trail

Suite 209

West Palm Beach, FL 33415

Phone: (561) 242-5751 Fax: (561) 616-6850

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

INSURANCE REQUIREMENTS

PART 5

The successful firm entering a resulting contract with the City shall provide, pay for, and maintain in full force and affect at all times during the services to be performed insurance as set forth below:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability	\$1,000,000 per occurrence
Contractual, insurance broad form property, Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident \$1,000,000 disease each employee \$1,000,000 disease policy limit
Including employer's liability insurance	\$1,000,000 per occurrence

The successful firm must maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Twenty Thousand Dollars (\$20,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The commercial general liability and excess liability policies will name the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposal.**

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

**City of Riviera Beach
Attn: Marie Sullin, Risk Manager
2051 MLK Blvd.
Riviera Beach, FL 33404
Email: msullin@rivierabch.com**

EVALUATION PROCESS

PART 6

6-1 GENERAL OVERVIEW

The evaluation and award of the submitted proposals shall be consistent with Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). The City will assemble an Evaluation Committee to review the submitted proposals and determine which responding firms are deemed "qualified" consistent with the criteria set forth herein. The Evaluation Committee will rank the responding firms and engage in discussions with no fewer than the top three (3) ranked firms. The discussions may be in a presentation format before the Evaluation Committee at a public meeting or by written responses to follow-up questions from the Evaluation Committee or some other process established by the Evaluation Committee. After discussions, the Evaluation Committee shall rank the top qualified firms based on the evaluation criteria herein and make a recommendation to the City Council. City staff may negotiate with the highest ranked firm to prepare a contract to be submitted with the Evaluation Committee's recommendation to the City Council.

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFQ. A responsive proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

As part of the proposal evaluation process, the City may conduct a background investigation of individuals working for the responding firms including a record check by the Riviera Beach Police Department. The submission of a proposal in response to this RFQ constitutes acknowledgment of the process and consent to such investigation. The City shall be the sole judge in determining proposal qualifications. The evaluation of proposals shall be to establish the ranking order of the responding firms. The Evaluation Committee shall evaluate all responsive proposals to establish the final ranking order.

The City reserves the right to reject any or all proposals or to accept any proposals which is in its best interest. The City also reserves the right to waive any informalities, irregularities and technicalities in the proposals or procedure.

The City reserves the right, before qualifying any responding firm, to require the responding firm to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a firm, including past performance with other governmental agencies. Proposers are advised that requests for additional information or site

visitation are not to be construed as an indication that a firm will receive or is in the best position to receive a contract award.

The City Council may award a contract or reject any or all proposal(s). The City Council may, in its discretion, interview responding firms and/or evaluate based upon the criteria set forth herein. The City Council can award a contract based upon its independent review in rendering a decision.

The City reserves the right to cancel this RFQ, or portions thereof, without penalty at any time.

6-2 EVALUATION CRITERIA

A maximum total number of points are set out in the table following this discussion. Each category of evaluation criteria will be broken down further with points assigned to each. When appropriate, points will be awarded based upon a quantitative review of the proposals.

The following qualitative guidelines will be used for assigning points:

Outstanding Proposal: Highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the proposal 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 proposal is considered to be an excellent standard, demonstrating the responding firm's authoritative knowledge and understanding of the project.

Excellent Proposal: Provides 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 responding firm provides insight into its experience, knowledge and understanding of the subject matter.

Good Proposal: Meets all the requirements within the category and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This proposal demonstrates an above average performance with no apparent deficiencies noted.

Fair Proposal: Meets the requirements in the category in an adequate manner. This proposal demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the responding firm.

Inadequate Proposal: Minimally meets the requirements in the category.

Failed Proposal/ No Proposal (no points awarded): Does not meet the requirements for the category

Proposals will be evaluated on a “best value” basis using the stated evaluation criteria listed below.

MAX POINT VALUE	EVALUATION CRITERIA RANGE
25	OUTSTANDING: 21-25
	EXCELLENT: 16-20
	GOOD: 11-15
	FAIR: 6-10
	POOR: 0-5
20	OUTSTANDING: 17-20
	EXCELLENT: 13-16
	GOOD: 9-12
	FAIR: 5-8
	POOR: 0-4
15	OUTSTANDING: 13-15
	EXCELLENT: 10-12
	GOOD: 7-9
	FAIR: 4-6
	POOR: 0-3

Criteria	Points
Firms Qualifications	25
Experience of Staff	25
Past Projects	20
Project Understanding	20
Disputes / Litigation	15
Local Vendor	15
Small / W/MBE Participation	15
Total Available Points for Written Submittal	135
Possible Bonus Points Total qualified business participation as outlined in Ordinance No.4010, Section 10-302 (Please Refer to Appendix)	13.5
TOTAL POINTS: ORAL INTERVIEW Oral interviews shall be optional.	60
TOAL POINTS: WRITTEN, BONUS, & ORAL INTERVIEWS	208.5

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:

EVALUATION CATEGORIES	POINTS POSSIBLE
<p>COMPANY/FIRM QUALIFICATIONS AND CAPABILITES- (25 points) Include the number of years in business, licenses, equipment, references, whether the proposer is local, regional, or national, corporation, sole proprietor, or partnership and other pertinent information to demonstrate that the proposer has the capacity necessary to perform the work as required.</p>	25
<p>EXPERIENCE OF STAFF - (25 points) Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. Describe the experience in conducting similar projects for the Project Manager(s) or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.</p>	25
<p>PAST EXPERIENCE (20 points) Provide a minimum of five (5) references (in matrix format), including at a minimum four (4) municipalities located in the State of Florida for which you provided a similar service within the past six (6) years of the scope and nature required by this RFQ. These references must include, as a minimum: name of company, address, contact person, phone number, dates of performance, and a general description of the work performed.</p>	20
<p>PROJECT UNDERSTANDING (20 points) Describe in detail, your understanding of the Scope of Work and your positive commitment to timely perform the proposed contract work.</p>	20
<p>LITIGATION (15 points) State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.</p>	15
<p>Principal Office Location and Local Participation (15 points) Location Within: Riviera Beach Palm Beach County Florida Outside Florida</p>	15 10 05 0
<p>SBE OR M/WBE OWNED (15 points) Meet or Exceeds 15% participation < 15% participation</p>	15 10 0
<p>TOTAL WRITTEN POSSIBLE POINTS</p>	135
EVALUATION CATEGORIES SECTION 5	
<p>POSSIBLE BONUS POINTS: Total qualified business participation as outlined in Ordinance No. 4010, Section 10-302 (PLEASE REFER TO APPENDIX)</p>	13.5

<p>ORAL INTERVIEW POSSIBLE POINTS</p> <p>The interview evaluation focuses on the communication skills of the respondents, Do they express thoughts and ideas clearly. How does the team interact with each other? How will they interact with City' staff? How effective are each of the Project Executives? How complete and thorough is their understanding of the Project? How responsive and comprehensive are the answers to questions</p> <p>A. Communication Skills - 20 pts. B. Understanding – 20 Pts. C. Responses to Questions – 20 Pts.</p>	<p>60</p>
<p>OVERALL TOTAL POINT</p>	<p>208.5</p>

APPENDIX

Sec. 16.5-312. - MBE participation for public solicitations other than bids.

- (a) All proposers have an opportunity to increase their opportunity to be awarded a city contract/project by maximizing their use of qualified MBEs in accordance with the city's MBE program.
- (b) All public solicitations other than bids (PSOTB) shall be reviewed by the purchasing director prior to advertisement to determine if there are components of the project that can be subcontracted to qualified minority business subcontractors and/or material suppliers.
- (c) Relevant qualified MBEs will be notified by the purchasing department of the procurement opportunity.
- (d) Contractor past performance. The city shall have the right to consider price, quality, past performance including meeting qualified MBE commitments, time required for performance and qualifications of the contractor in making awards.
- (e) The proposer shall seek to maximize its use of qualified MBEs. The proposer shall complete the Tabulation of Subcontractors and Material Suppliers Form that will be provided with the project package by the city. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that will be completed by qualified minority businesses. The total qualified minority business participation percentage is non-cumulative; however, one or more qualified minority businesses can comprise the total qualified minority business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a bidder/proposer based on the total qualified business participation.

Total Qualified Business Participation in Excess of 15% Goal	Percentage of Total Bonus Points Awarded of Maximum Allowable Points
0% - 15%	0%
20% - 30%	4%
31% - 40%	6%
41% - 50%	8%
51% and above	10%

- (f) All proposed qualified businesses shall provide a letter of participation on its own letterhead and signed by the chief operating officer stating the actual dollar amount or percentage of work to be completed by its own forces. This information shall be submitted in the sealed proposal packet. After making an affirmative determination of qualified MBE participation, the director of purchasing shall assign bonus points as follows:

Example:

There are 100 maximum allowable points to score the proposals. The Contractor's price is \$500,000.00. The RFP scoring assigns up to five points (five percent) to be allocated to a contractor if 15 percent of the total project cost is spent with qualified MBEs. The contractor lists four qualified MBEs to provide goods and services for the project. A

total of \$260,000.00 (52 percent) of the total project cost will be spent with the qualified MBEs.

As an incentive for the Contractor maximizing the participation of qualified MBEs on the project, the Contractor receives an additional ten bonus points (ten percent) resulting in a cumulative total of 15 points (15 percent) of the 100 maximum allowable points.

Project's Percentage of Minority Participation	Percentage or Points
1—15% (depends on the RFP allocation)	5% or 5 points
46% and above	10% or 10 points
Total points awarded of maximum allowable points	15% or 15 points

REQUIRED FORMS

IN ADDITION TO A FORMAL PROPOSAL, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH EACH PROPOSAL.

1. DRUG FREE WORKPLACE
2. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
3. CERTIFICATE OF TRUTH IN NEGOTIATIONS
4. SCHEDULE 1 – PARTICIPATION FOR M/WBE
5. SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A MINORITY/SUB
6. REFERNCES

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

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

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 (2002), 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, sub-contractor, 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, Florida Statutes, for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name

Signature

TRUTH IN NEGOTIATIONS CERTIFICATE

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of _____

_____ *

Are accurate, complete, and current as of _____ **

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between proposer and the City that are part of the proposal.

FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____ ***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFQ No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

SCHEDULE 1
PARTICIPATION FOR M/WBE PROPOSER/PROPOSERS

RFQ TITLE: _____

RFQ NUMBER: _____

NAME OF PRIME BIDDER: _____

RFQ OPENING DATE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL: _____

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY PROPOSER	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	OTHER	WOMEN
TOTAL					

TOTAL PARTICIPATION: _____%

TO BE COMPLETED BY
PRIME PROPOSER:

RFQ PRICE: _____

SCHEDULE 2

RFQ NUMBER: _____
LIASON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUB

TO: _____

The undersigned intends to perform work in connection with the above RFQ as (check one):

___ an individual ___ a corporation ___ a partnership ___ a joint venture

___ 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/ contract percentage (%): _____

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

Items: _____ Projected Commencement Date: _____ Projected Completion: _____

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority Proposer s 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 PROPOSER)

DATE: _____ BY: _____

REFERENCES

Proposer shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number for similar work performed for other clients within the past seven (7) years.

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Fax No _____

Fax No.: _____

Email: _____

Email: _____

Contact: _____

Contact: _____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

Fax No _____

Fax No.: _____

Email: _____

Email: _____