RESOLUTION NO. 24-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE EVALUATION COMMITTEE AND STAFF AUTHORIZING THE UTILITY DISTRICT BOARD CHAIRPERSON AND DISTRICT CLERK TO EXECUTE A CONTRACT WITH C SOLUTIONS INC. OF FT. LAUDERDALE, FLORIDA FOR CONTINUING PROFESSIONAL UTILITY CONSULTING ENGINEERING SERVICES FOR THE CITY OF RIVIERA BEACH UTILITY DISTRICT, AS IDENTIFIED IN THE CITY'S RFQ NO. 404-13; AND THAT THE UTILITY DISTRICT BOARD AUTHORIZE THE DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM LINE ITEM NO. 411-1417-536-0-3103; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with the City of Riviera Beach Procurement Code, Request for Qualifications were advertised to solicit qualified professional engineering consultants for Continuing Professional Utility Consulting Engineering Services as identified in the City's RFQ No. 404-13; and

WHEREAS, it is advisable and desirable to employ a qualified firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing continuing professional utility consulting engineering services for water treatment, distribution and sewer collection planning and design services; and

WHEREAS, C Solutions Inc. of Ft. Lauderdale, Florida, was selected as the top ranked firm to provide the services identified in the Request for Qualifications No. 404-13; and in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287-055).

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

SECTION 1: That the District Board approves the contract with C Solutions Inc. to provide continuing professional utility consulting engineering services in the implementation of its Water/Wastewater Master Plan as identified in the City's RFQ No. 404-13.

SECTION 2: That the District Finance Director is authorized to make payment for same under Account Number 411-1417-536-0-3103.

SECTION 3: This Resolution shall take effect upon its passage and approval by the District Board.

PASSED AND APPROVED this 4th day of December, 2013.

APPROVED:

CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
UTILITY SPECIAL DISTRICT CLERK

ABSENT
DAWN S. PARDO
CHAIR PRO-TEM

BRUCE A. GUYTON
BOARD MEMBER

ABSENT
JUDY L. DAVIS
BOARD MEMBER

TERENCE D. DAVIS
BOARD MEMBER

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS	AYE
D. PARDO	ABSENT
B. GUYTON	AYE
J. DAVIS	ABSENT
T.DAVIS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, DISTRICT ATTORNEY

DATE: 12/4/13

CONTRACT BETWEEN
THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND
C SOLUTIONS INC.
FOR
CONTINUING PROFESSIONAL UTILITY CONSULTING ENGINEERING SERVICES

THIS CONTINUING CONTRACT is entered into this 4th day of December, 2013 between the City of Riviera Beach Utility Special District, Florida (hereinafter referred to as ("DISTRICT") and C Solutions Inc., a Florida Corporation whose office is in Ft. Lauderdale, Florida and whose Federal Identification number is 20-2591227 (hereinafter referred to as ("ENGINEER").

WHEREAS, it has been determined that it is advisable, and desirable to employ a qualified firm of consulting engineers having special and broad experience in the desired fields for the purpose of providing continuing professional utility consulting engineering services for water treatment, distribution and sewer collection planning and design services; and

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

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

WITNESSETH:

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

ARTICLE 1 – BASIC SERVICES OF ENGINEER

The ENGINEER will be providing professional engineering services to assist in the implementation of the DISTRICT's Water/Wastewater Master Plan which defines the short and long-range planning needs, operational and maintenance issues. Some of the services are more specifically set forth in Exhibit A, entitled "Scope of Services."

ARTICLE 2 – DISTRICT RESPONSIBILITIES

DISTRICT SHALL:

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

B. Assist ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

C. Furnish to ENGINEER, as required by for the performance of the Contract, 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; photo metric surveys, property, boundary, easement, right-of-way and property descriptions; zoning and deed restrictions, and other special data or consultations not covered in Article 2-A; all of which ENGINEER, may rely upon to 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. The Executive Director of the Riviera Beach Utility Special District or designee shall act as DISTRICT's representative with respect to the work to be performed under this CONTRACT. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT's policies and decision with respect to materials, equipment, elements and systems pertinent to ENGINEERS services.

H. Furnish or direct ENGINEER, to provide necessary Additional Services as stipulated in Exhibit A of this Contract or other services as required.

I. Bear all costs incidental to compliance with the requirements of this Section.

ARTICLE 3 – PERIOD OF SERVICE

It is mutually agreed by DISTRICT 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 DISTRICT, the Contract may be renewed for up to two (2) additional twelve (12) month periods.

ARTICLE 4 – PAYMENTS TO ENGINEER

Method of Payment for Services and Expenses of Engineer - Basic Services. DISTRICT 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. Generally – In consideration of the performance of services by ENGINEER, the covenants, representations and warranties of ENGINEER contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the DISTRICT agrees to compensate the ENGINEER at the hourly rates set forth in "City of Riviera Beach Utility District C Solutions Rates 2013" detailed in Exhibit "B", attached hereto and made part hereof. The DISTRICT shall not reimburse the ENGINEER for any costs incurred as a direct result of the ENGINEER providing service

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

B. Invoices received by the ENGINEER pursuant to this Contract will be reviewed and approved by the DISTRICT's representative, indicating that services have been rendered in conformity with the Contract and then each payment period. Invoices will normally be paid within thirty (30) days following the DISTRICT representative's approval.

C. Final Invoice – In order for both parties herein to close their books and records, ENGINEER will clearly state "final invoice" on the ENGINEER's final/last billing to the DISTRICT for each work order authorized under this Contract. This certifies that all Services have been properly performed and all charges have been invoiced to the DISTRICT for the authorized work order. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the ENGINEER and the DISTRICT shall have no obligations for any other costs or expenses thereafter.

D. If the DISTRICT fails to make any payment due the ENGINEER for services and expenses under this Contract within forty-five (45) days after the ENGINEER's transmittal of its invoice to the DISTRICT, the ENGINEER may, after giving notice to the DISTRICT, suspend services under this Contract in question until it has been paid in full all amounts due.

E. If the DISTRICT disputes any invoice or part of an invoice, DISTRICT shall notify ENGINEER of such dispute within fifteen (15) days of receipt of the invoice. DISTRICT reserves the right to off-set, reduce or withhold any payment to ENGINEER in accordance with the terms and conditions of this Contract.

ARTICLE 5 – TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the ENGINEER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and not higher than those charged to the ENGINEER's most favored customer for the same or substantially similar service.

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

ARTICLE 6 – TERMINATION

This Contract may be cancelled by the ENGINEER upon thirty (30) days prior written notices to the DISTRICT's representative in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this period. It may also be terminated, in whole or in part, by the DISTRICT, with or without cause, immediately upon written notice to the ENGINEER. Unless the ENGINEER is in breach of this Contract, the ENGINEER shall be paid for services rendered to the DISTRICT's satisfaction through the date of receipt of termination. After receipt of a Termination Notice and except as otherwise directed by the DISTRICT, the ENGINEER shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the DISTRICT in the format acceptable to DISTRICT.

D. Continue and complete all parts of the work that have not been terminated.

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

ARTICLE 7 – PERSONNEL

The ENGINEER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any Contractual relationship with the DISTRICT. The DISTRICT shall comply with all necessary federal, state and local laws, ordinances and regulations pertaining to the employment of its personnel.

ENGINEER shall perform background checks and pre-employment screenings, as well as random drug testing of personnel at its own expense. ENGINEER shall be responsible for any and all taxes and other charges against any of the services provided under this Contract. 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, as may be listed in Exhibit "B", must be made known to the DISTRICT's representative before said changes or substitution can become effective; such approval shall not be unreasonably withheld.

The ENGINEER warrants that all services shall be performed by skilled and competent personnel to the professional industry standard of care in the field for which ENGINEER is providing services to the DISTRICT. The ENGINEER agrees that it is fully responsible to the DISTRICT for the acts and commissions of sub-consultants and of persons either directly or indirectly employed by the ENGINEER. Nothing contained herein shall create any Contractual relationship between any subcontractor and the DISTRICT.

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

ARTICLE 8 – SUBCONTRACTING

The DISTRICT reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities after providing written notice to the ENGINEER, and approve all qualifications 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. Rejection of a proposed sub-consultant may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall

in no way obligate DISTRICT to accept such change in pricing but DISTRICT may, in its sole discretion, agree to same.

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

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

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

ARTICLE -9- DELIBERATELY LEFT BLANK

ARTICLE- 10 – FEDERAL AND STATE TAX

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

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

ARTICLE -11- INSURANCE

A. Prior to execution of this Contract by the DISTRICT, the ENGINEER shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the ENGINEER of its liability and obligations under this Contract.

B. The ENGINEER shall maintain during the life of this Contract, standard Professional Liability Insurance in the minimum amount of $1, 000,000.00 Contractual liability per claim/annual aggregate.

C. The ENGINEER shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of $500,000.00 per occurrence to protect the ENGINEER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by or contracting with the ENGINEER.

D. The ENGINEER shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property

damages liability to protect the ENGINEER from claims for damages for bodily and personal injury, including death as well as from claims for property damage, which may arise from the Ownership, use, or maintenance of non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the ENGINEER or by anyone, directly or indirectly, employed by the ENGINEER.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the DISTRICT.

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

ARTICLE 12 – INDEMNIFICATON

The ENGINEER shall indemnify and save harmless the DISTRICT, its employees from and against liabilities, losses which arise from any negligent act or omission, of the ENGINEER, its agents, servants, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 13 – SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - DISPUTE RESOLUTION AND VENUE

All claims arising out of the Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

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

If the ENGINEER is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other engineer employed by the DISTRICT, or by changes ordered by the DISTRICT

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

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

ARTICLE 18 – INDEBTEDNESS

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

ARTICLE 19 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 – PUBLIC RECORDS

The ENGINEER shall comply with Florida Public Records Act, 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 DISTRICT 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 DISTRICT would provide the records and at 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 DISTRICT 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 and disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the information technology systems of the DISTRICT.

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

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

ARTICLE 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 concurred in estimating and performing the work for at least three (3) years after completion of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENGINEER's place of business.

ARTICLE 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 – AUTHORITY TO PRACTICE

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

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the ENGINEER certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 29 – MODIFICATIONS OF WORK

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

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

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the ENGINEER shall not commence work on any such change until such written amendment is signed by the

ENGINEER and approved and executed by the DISTRICT BOARD FOR THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT or its designated representative.

ARTICLE 30 - NOTICE

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

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

and if sent to the ENGINEER shall be mailed to:

C SOLUTIONS INC.
c/o MARK DRUMMOND, P.E., BCEE, PRESIDENT
610 SE 14th COURT, NO. 2
FORT LAUDERDALE, FLORIDA 33316

ARTICLE 31 – ENTIRETY OF CONTRACT

The DISTRICT and the ENGINEER agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire CONTRACT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 20-Modifications of Work.

ARTICLE 32 – WAIVER

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

ARTICLE 33 – PREPARATION

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

ARTICLE 34 – MATERIALITY

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

ARTICLE 35- REPRESESENTATION/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, Mark Drummond, P.E., BCEE, President, hereby represents to the DISTRICT that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of the Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 36 – EXHIBITS

Each exhibit referred to in this Contract forms as 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. "Exhibit A" is hereby attached and describes some of the Scope of Work.

ARTICLE 37 – CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the Contract, Exhibit "A," Exhibit "B" and Bid No. 404-13. The ENGINEER agrees to be bound by all the terms and conditions as set forth in this Contract and Bid No. 404-13. To the extent there exists a conflict between this Contract and Bid No.404-13, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 38 – LEGAL EFFECT

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

ARTICLE 39 – NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 40 – SURVIVABILITY

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

ARTICLE 41 – DEFAULT

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

A. The filing of a lien by any sub-consultant including but not limited to material, men, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER;

B. The filing of any judgment lien against the assets of the ENGINEER related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the ENGINEER; or

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

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

ARTICLE 42 – WAIVER OF SUBROGATION

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

ARTICLE 43 – RIGHT TO REVIEW

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK

CONTINUING CONTRACT WITH THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

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

DISTRICT: CITY OF RIVIERA BEACH USD

BY:_____
CEDRICK A. THOMAS
CHAIRMAN

ENGINEER: C SOLUTIONS, INC.

BY:_____
MARK DRUMOND, P.E., BCEE
PRESIDENT

ATTEST:

BY:_____
CARRIE E. WARD, MMC,
DISTRICT CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Pamala H. Ryan
PAMALA H. RYAN, B.C.S.
DISTRICT ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: Louis C. Aurigemma
LOUIS C. AURIGEMMA, P.E.
EXECUTIVE DIRECTOR
UTILITY SPECIAL DISTRICT

DATE: 12/4/13

EXHIBIT A
SCOPE OF SERVICES

It is the intent of this Contract to include specific items of the Master Plan, but not limit work to those items, with the ultimate goal of continuing to produce a safe and reliable potable water supply and wastewater collection to the City of Riviera Beach Utility District customer through various authorized Projects including, but not limited to:

1. The City of Riviera Beach Utility district has decided that sodium hypochlorite will be the disinfectant in its water treatment process. A new "core" facility will be constructed to hold the disinfection process equipment (by others). Full scale testing of the water treatment process will be conducted and all modifications to the process will be implemented prior to the permanent changeover from chlorine gas to sodium hypochlorite solution as the water treatment process disinfectant;

2. Design of new raw water wells A & B, as required by the Consumptive Use Permit issued by the south Florida Water Management District (SFWMD);

3. Replacement/rehabilitation of Lime Softening Units;

4. Replacement of Lime Slakers, Lime Silo components and the Lime Slurry system;

5. Tasks to include developing/calibrating the current water distribution hydraulic model;

6. Tasks to include developing/calibrating the current wastewater transmission hydraulic model;

7. Recommendations on identification of all regulatory issues that may impact the City of Riviera Beach Utility District;

8. Rehabilitation of wastewater Lift Station #47;

9. Replacement/rehabilitation of various wastewater lift stations;

10. Design of parallel intracoastal force main;

11. Design of additional intracoastal water transmission main

Exhibit B
City of Riviera Beach Utility District
C Solutions Rates 2013

Labor Category	Billing Rate (Low)	Billing Rate (High)
Principal	$195	$225
Sr. Project Engineer	$150	$195
Sr. Project Scientist	$115	$155
Sr. Project Architect	$110	$145
Project Engineer	$85	$125
Project Scientist	$75	$110
Project Architect	$85	$110
Sr. Field Inspector	$100	$135
Field Inspector	$60	$85
Designer (CAD)	$100	$125
CAD Technician	$55	$99
Technician	$60	$70
Admin Support	$48	$76

To: LOUIS AURIGEMMA, EXECUTIVE DIRECTOR OF UTILITY DISTRICT

Through: BENJAMIN GUY, PURCHASING DIRECTOR

From: PIERRE WILSON, SENIOR PROCUREMENT SPECIALIST

Date: SEPTEMBER 23, 2013

Subject: **AWARD RECOMMENDATION: RFQ 404-13 UTILITY CONSULTING ENGINEER SERVICES**

In accordance with the City of Riviera Beach **Procurement Code (Ordinance 4010)**, a Request for Proposals (RFQ) was advertised in the **"Legal Notices"** section of the Palm Beach Post on **August 4, 2013,** to solicit qualified and experienced professional firms to perform water, and wastewater rate study and financial consulting services.

To provide additional exposure and to ensure maximum competition for the project, the solicitation was advertised on the City's internet web-page on August 5, 2013. Request for Proposals and Sealed Proposals were due on Friday, August 23, 2013, nine (9) firms responded to the solicitation.

On Tuesday, September 3, 2013, an evaluation committee consisting of the Executive Director of the Utility District, Assistant Director of Utilities, Utility Engineer, Palm Beach County Water Utilities Department Deputy Utility Director and Senior Procurement Specialist convened to review and discuss the response to the RFQ for Utility Consulting Engineer Services.

After committee members had an opportunity to individually review the responses to the RFQ, members met and discussed the particulars of each submittal. Committee members shared their observations, evaluated, and scored the response in accordance with their understanding of the criteria established in the public solicitation. The firms were evaluated and ranked based on the criteria established in the City's RFQ which included the following considerations:

SEE BELOW

EVALUATION COMMITTEE RECOMMENDATION: RFQ 404-13

		Possible Points
1.	COMPANY/FIRM QUALIFICATIONS ABD CAPABILITIES	30
2.	CURRENT WORKLOAD AND SCHEDULE	15
3.	APPROCAH CRITERIA	30
4.	OFFICE LOCATION AND LOCAL PARTICIPATION	15
5.	INTANGIBLES	5
6.	SBE OR M/WBE OWNED	15
TOTAL WRITTEN POSSIBLE POINTS		*110*

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

FIRM	RANKING	TOTAL AVERAGE SCORE
HOLTZ CONSULTING ENGINEERS, INC.	1	99.2
C SOLUTIONS, INC.	2	98.8
KIMLEY-HORN AND ASSOCIATES, INC.	3	93.2
CAROLLO ENGINEERS	4	92

On Wednesday, September 11, 2013, the four (4) firms were invited to give oral presentations before the committee to discuss their qualifications in depth and provide a specific approach as it relates to the scope of services requested for the project.

Committee members evaluated each oral presentation and scored according to **interaction, presentation ability and ability to communicate technical information**. Finally, total average scores for both written proposal and oral presentations were combined with bonus points for dollar volume of previous work and qualified business participation. Accordingly, the committee ranks the short-listed firms as follows:

FIRM	RANKING	TOTAL AVERAGE SCORE W/BONUS POINTS
C SOLUTIONS, INC.	1	167.8
CAROLLO	2	161.2
HOLTZ CONSULTING ENGINEERS, INC.	3	160.8
KIMLEY-HORN AND ASSOCIATES, INC.	4	159.8

After review and discussion of the response, the Committee agreed that the submittal satisfied the requirements established in the RFQ and that **C SOLUTIONS, INC.** is qualified to be awarded the contract for the services identified in the City's RFQ # 404-13 "Utility Consulting Engineer Services".

EVALUATION COMMITTEE RECOMMENDATION: RFQ 404-13

Purchasing has verified the following references:

COMPANY	NATURE OF SERVICE	RATING
Palm Beach County Water Utilities Department	Master Planning, Lift Station Asset Management	Outstanding
City of Riviera Beach	Engineering Design and Bidding Services Lift Stations #10 & #50	Outstanding
Chen Moore & Associates	Engineering Planning and Design	Outstanding

For your records, we are enclosing copies of all confirmed references, as well as, all other documents used to determine the Contractor's responsibility.

Accordingly, and consistent with the terms and conditions of RFQ #404-13, it is the consensus recommendation of the evaluation committee that the top ranked firm C Solutions, Inc., of Riviera Beach, Florida, be recommended to the City Council to negotiate the appropriate contract for the Utility District Consulting Engineer Services for the City of Riviera Beach Utility District.

CC:

Evaluation Committee Members
Purchasing
File

COMMITTEE MEMBERS

for

Louis Aurigemma, P.E.
Executive Director of Utility District

Mario Loaiza, P.E.
Assistant Director of Director

Brian Shields, P.E.
Palm Beach County Water Utilities Department Deputy Utility Director

Giles Rhodes, P.E.
Utility Engineer

Evaluation Committee

CITY OF RIVIERA BEACH
REQUEST FOR QUALIFICATIONS
FOR
UTILITY CONSULTING ENGINEER SERVICES
(RFQ NO. 404-13)

SCHEDULED FOR TUESDAY, SEPTMEBER 3, 2013

TIME: 9:00 A.M. UNTIL 4:00 P.M.
LOCATION: Utility District Conference Room

SUBMITTALS FOR REVIEW

C SOLUTIONS INC 4152 WEST BLUE HERON BLVD. SUITE #114 RIVIERA BEACH, FL 33404	GAI CONSULTANTS, INC. 2255 GLADES ROAD, SUITE 324A BOCA RATON, FL 33431
CALVIN, GIORDANO & ASSOCIATES, INC. 560 VILLAGE BOULEVARD, SUITE 340 WEST PALM BEACH, FL 33409	HOLTZ CONSULTING ENGINEERS, INC. 50 SOUTH US HIGHWAY ONE, SUITE #206 JUPITER, FL 33477
CAROLLO ENGINEERS 9897 LAKE WORTH ROAD, SUITE #302 LAKE WORTH, FL 33467	KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY, SUITE 200 WEST PALM BEACH, FL 33411
ERDMAN ANTHONY OF FLORIDA, INC 1402 ROYAL PALM BEACH BOULEVARD, SUITE #500 ROYAL PALM BEACH, FL 33411	STANTEC CONSULTING SERVICES, INC. 21301 POWERLINE ROAD, SUITE 311 BOCA RATON, FL 33433

EVALUATION PROCESS – INSTRUCTIONS

Committee mission:

The selection committee will evaluate all proposals honestly and fairly. Each committee member must also evaluate the completeness of the written proposals by comparing required information listed in section **2-2**, **"SCOPE OF SERVICES"**, of the RFQ\RFP with actual information provided with each written submittal.

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

Scheduled Selection Committee meetings:

Meeting Date	Event	Purpose
8/28/2013	Document Distribution	Distribute proposal submissions to each committee member for scoring. Each member receives a copy of the RFQ|RFQ\RFP.
9/3/2013	Committee Meeting	Committee meets to discuss proposals. Members should thoroughly review proposal prior to this meeting, make relevant notes and be prepared to provide input and assign scores.
9/~~6~~/13 5	Shortlist selection	Purchasing will tabulate average scores for written proposals. At least three (3) firms will be short-listed to present oral presentations to the committee.
9/~~13~~/13 11 1pm	Shortlist presentation	Consultants present to the selection committee.

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

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

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

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

Step Two: *Determine status.* Make an initial determination as to whether each proposal is "responsive" or "non-responsive." A "responsive" proposal conforms in all material respects to the RFQ\RFP. A proposal may be deemed "non-responsive" if any of the required information is not provided, the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ\RFP,

or the proposal is clearly not within the scope of the project described and required in the RFQ\RFP. *Extreme care should be used when making this decision because of the time and cost that an offeror has put into submitting a proposal.* If a proposal is determined to be "non-responsive," it will not be considered further. The Purchasing Director and Finance Director will make the final determination of responsiveness. If a determination of non-responsiveness is made, written justification must be provided for this conclusion.

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

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

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

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

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

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

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

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

SAMPLE RFQ\RFP SCORING GUIDE FOR COMMITTEE EVALUATIONS

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

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

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

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

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

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

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

EVALUATION CATEGORIES
SECTION 5

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

EVALUATION CATEGORIES	POINTS POSSIBLE
COMPANY/FIRM QUALIFICATIONS AND CAPABILITES- (30 points) The experience of the proposed firm or individual based on the following information: 1. Resumes of firm, individual and proposed project personnel. **(10 points)** 2. Past experience in executing similar engineering services for other Florida Municipalities. 4 projects= **(10 points)** Each additional project= 1 point for a max of **(20 points).** *In matrix format, indicate specifically the nature and extent of the work performed by the individual or firms on prior similar projects	**30**
CUURENT WORKLOAD AND SCHEDULE - (15 points) Provide information supporting firm's ability to perform in a timely fashion. Present workload of key personnel assigned to this project. Indicate that the personnel listed in the submittal shall be available for and assigned to the District on illustrated workload. Indicate firm's ability to meet budget and schedule. It will be important to response to similar projects based on current and near future workload.	**15**
APPROACH CRITERIA (30 points) Demonstrate firm's understanding of similar clients/agencies and the engineering needs of those agencies. State the firm's interpretation of scope and method of approach. Provide a description of firm's approach to providing the required services. Provide a description of innovative concepts proposed to enhance value, quality and to control cost and schedule.	**15**
Office Location and Local Participation (15 points) The proposed firm's or individual's approach to maximize utilization of local resources to provide the requested services including location of the firm's or individuals office as evidenced by registration with the Florida Department of State 12 months prior to the issue date of this RFQ. **Location Within:** Riviera Beach Palm Beach County Florida Outside Florida	 **15** **10** **05** **02**
INTANGIBLES (5 points) Describe any significant or unique accomplishments or awards for work performed for similar agencies. Provide any additional information which may be relevant to the evaluation of your submission relative to the District's project	**5**
SBE OR M/WBE OWNED (15 points) **Meet or Exceeds 15% participation** **< 15% participation**	**5**
TOTAL WRITTEN POSSIBLE POINTS	**110**

EVALUATION CATEGORIES SECTION 5	
POSSIBLE BONUS POINTS: Total qualified business participation as outlined in Ordinance No.4010, Section 10-302 (Please Refer to Appendix)	**11**
ORAL INTERVIEW (POSSIBLE POINTS)	**60**
OVERAL TOTAL POINTS	**181**
DOLLAR VOLUME OF PREVIOUS WORK CATEGORY	
***Possible point (0 to 10 points) Applied only the shortlist candidates** **DOLLAR VOLUME OF PREVIOUS WORK CATEGORY:** **Dollar volume of work previously awarded to a firm (Prime\Subcontractor) by the City of Riviera Beach or the City of Riviera Beach Community Redevelopment Agency in the past three (3) years.** **Amount will be calculated for the past three (3) years to include work as a Prime respondent, joint ventures and subcontractor/sub-consultants.**	
TOTAL DOLLAR ANOUNT PAID UNDER PREVIOUS CONTRACTS WITH CITY/CRA (Including Purchase Orders and Work Orders) During the past three (3) years.	
$0 - $250,000	**10**
$250,001 - $400,000	**8**
$400,001 - $700,000	**6**
$700,001 - $900,000	**4**
$900,001 - $1,000,000	**2**
Over $1,000,000	**0**

Remarks: _____

_____

_____

_____

RFQ 404-13: UTILITY CONSULTING ENGINEER SERVICES

ORAL PRESENTATION EVALUATION

Number of committee member: _____

Name of firm/consultant: _____

We have qualified the consultant's abilities to do the work based on their proposal. The interview evaluation focuses on communication skills: Do they express thoughts and ideas clearly? How does the team interact with each other? How will they interact with our staff? How well can they make presentations to board members or the community?

	Poor				*Good*
Interaction (20 possible points)					
• Among themselves • With the selection committee	0	5	10	15	20
Presentation ability (20 possible points)					
• Relevance of content • Overall presentation ability	0	5	10	15	20
Ability to communicate technical information (20 possible points)					
• Understandable and answered our questions	0	5	10	15	20

Total (60points possible) _____

Remarks: _____

_____

_____

_____

_____

_____

_____

Total from oral presentation (60 possible points) _____

Total from written proposal (110 possible points) _____

Final score (181 possible points) _____

Bonus _____

Proposed Timeline/Schedule:

June 5, 2013	Utility District Board approval of Authorization to release Request for Qualifications (RFQ) for General Professional Engineering Consultants
June 23, 2013	Purchasing Department to advertise Request for Qualifications (RFQ) with cone of silence
June 26, 2013	Non-mandatory pre-submittal meeting at the City of Riviera Beach Utility District office with prospective Consultants
July 24, 2013	Purchasing Department to receive Request for Qualifications
August 2013	Selection Committee to evaluate proposals, short list firms, short-listed consultant presentations and make final ranking recommendations
September 4, 2013	Presentation of Selection Committee's recommendation of the Consultant for the Utility District Board approval
October 2, 2013	Approval of the contract for the Consultant

EVALUATION CATEGORIES
SECTION 5

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

EVALUATION CATEGORIES	POINTS POSSIBLE
COMPANY/FIRM QUALIFICATIONS AND CAPABILITES- (~~25~~ 30 points) The experience of the proposed agency or individual based on the following information: 1. Resumes of agency, individual and proposed project personnel. **(10 points)** 2. Past experience in executing similar engineering services for other Florida Municipalities. 4 projects= 10 points Each additional project= 1 point for a max of 20 points. *In matrix format, indicate specifically the nature and extent of the work performed by the individual or firms on prior similar projects	**~~25~~ 30**
CUURENT WORKLOAD AND SCHEDULE - (15 points) Provide information supporting firm's ability to perform in a timely fashion. Present workload of key personnel assigned to this project. Indicate that the personnel listed in the submittal shall be available for and assigned to the District on illustrated workload. Indicate firm's ability to meet budget and schedule. It will be important to response to similar projects based on current and near future workload.	**15**
APPROACH CRITERIA (30 points) Demonstrate firm's understanding of similar clients/agencies and the engineering needs of those agencies. State the firm's interpretation of scope and method of approach. Provide a description of firm's approach to providing the required services. Provide a description of innovative concepts proposed to enhance value, quality and to control cost and schedule.	**30**
Principal Office Location and Local Participation (15 points) The proposed firm's or individual's approach to maximize utilization of local resources to provide the requested services including location of the firm's or individuals ~~corporate~~ office as evidenced by registration with the Florida Department of State 12 months prior to the issue date of this RFQ. **Location Within:** Riviera Beach Palm Beach County Florida Outside Florida	 **15** **10** **05** **02**
INTANGIBLES (5 points) Describe any significant or unique accomplishments or awards for work performed for similar agencies. Provide any additional information which may be relevant to the evaluation of your submission relative to the District's project.	**5**
SBE OR M/WBE OWNED (15 points) **Meet or Exceeds 15% participation** **< 15% participation**	**15** **10** **5**

EVALUATION CATEGORIES SECTION 5	
TOTAL WRITTEN POSSIBLE POINTS	**105**
POSSIBLE BONUS POINTS: Total qualified business participation as outlined in Ordinance No. 4010, Section 10-302 **(PLEASE REFER TO APPENDIX)**	**20**
ORAL INTERVIEW POSSIBLE POINTS	**60**
OVERALL TOTAL POINT	**185**
DOLLAR VOLUME OF PREVIOUS WORK CATEGORY	**10**
***Possible point (0 to 10 Points) Applied only to the shortlist candidates.** **<u>DOLLAR VOLUME OF PREVIOUS WORK CATEGORY:</u>** **Dollar volume of work previously awarded to a firm (Prime\Subcontractor) by the City of Riviera Beach or the City of Riviera Beach Community Redevelopment Agency in the past three (3) years.** **Amount will be calculated for the past three (3) years to include work as a Prime respondent, joint ventures and subcontractor/sub-consultants.**	
TOTAL DOLLAR AMOUNT PAID UNDER PREVIOUS CONTRACTS WITH CITY/CRA (Including Purchases Orders and Work Orders) During the past three (3) years.	
$0 - 250,000	**10**
$250,001 - $400,000	**8**
$400,001 - $700,000	**6**
$700,001 - $900,000	**4**
$900,001 - $1,000,000	**2**
Over $1,000,000	**0**

REQUIRED FORMS

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

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

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 PROPOSER'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 THIS PROPOSAL.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2013

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

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

PRODUCER
Lassiter-Ware Insurance of Tampa Bay
4401 West Kennedy Blvd
Suite 200
Tampa FL 33609

CONTACT NAME: Joan Randolph
PHONE (A/C, No, Ext): (800) 845-8437
FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Safety Indemnity Co.	25433
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
C Solutions, Inc.
610 SE 14th Court
Suite 2
Fort Lauderdale FL 33316

CERTIFICATE NUMBER: 13-14 Cert

REVISION NUMBER:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			ENV0265891304	8/24/2013	8/24/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ENV0265891304	8/24/2013	8/24/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIAB LIMITS INCL WITH GENERAL LIAB			ENV0265891304 CLAIMS MADE FORM	8/24/2013	8/24/2014	EACH CLAIM	$2,000,000
							AGGREGATE	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the General Liability policy with respect to work performed by the named insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JOANR

Patricia Kaye Schmaltz

ACORD 25 (2010/05)
INS025 (201005).01

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/23/2013 **EXPIRATION DATE:** 1/23/2015

PERSON: DRUMMOND MARK S

FEIN: 202591227

BUSINESS NAME AND ADDRESS:

C SOLUTIONS INC

610 SE 14TH COURT # 2

FORT LAUDERDALE FL 33316

SCOPES OF BUSINESS OR TRADE:

ARCHITECTURAL OR
ENGINEERING F

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 07-12

QUESTIONS? (850)413-1609